



**Official Report of the Proceedings  
of the  
BOARD OF EDUCATION  
of the City of Chicago**

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**Regular Meeting-Wednesday, June 26, 2019  
10:30 A.M.  
(42 West Madison Street)**

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**Published by the Authority of the Chicago Board of Education**

**Miguel del Valle  
President**

**Estela G. Beltran  
Secretary**



ATTEST:

*Estela G. Beltran*  
Secretary of the Board of Education  
of the City of Chicago

Board Member del Valle took the Chair and the meeting being called to order there were then:

**PRESENT:** Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and Mr. del Valle - 7

**ABSENT:** None

**ALSO PRESENT\***: Dr. Janice Jackson, Chief Executive Officer, Mr. Joseph Moriarty, General Counsel, Ms. LaTanya McDade, Chief Education Officer, and Mr. Jeffrey Broom, Director of Performance Data & Policy.

\*NOTE: The 2019-2020 Honorary Student Board Member position is not required to attend meetings until the September Board meeting.

**ABSENT:** None

Board Member Revuluri presented a Motion to elect the Board President:

19-0626-MO2

**MOTION RE: ELECT MIGUEL DEL VALLE PRESIDENT  
OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

MOTION ADOPTED that the Board elect Miguel del Valle to the Office of President of the Board of Education of the City of Chicago.

Board Member Rome moved to adopt Motion 19-0626-MO2.

The Secretary called the roll and the vote was as follows:

**Yea:** Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and Mr. del Valle - 7

**Nays:** None

President del Valle thereupon declared Motion 19-0626-MO2 adopted.

Board Member Todd-Breland presented a Motion to elect the Board Vice President:

19-0626-MO3

**MOTION RE: ELECT SENDHIL REVULURI VICE PRESIDENT  
OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

MOTION ADOPTED that the Board elect Sendhil Revuluri to the Office of Vice President of the Board of Education of the City of Chicago.

Board Member Sotelo moved to adopt Motion 19-0626-MO3.

The Secretary called the roll and the vote was as follows:

**Yea:** Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle - 7

Nays: None

President del Valle thereupon declared Motion 19-0626-MO3 adopted.

President del Valle provided the following remarks:

Before we proceed with the agenda today, I'd like to take a moment to thank Mayor Lightfoot for the opportunity to serve the students and families of the Chicago Public Schools as Board President. It is an important responsibility that I will devote myself to entirely. When you're retired, you can take the time.

I am excited about serving with this excellent group of Board Members, and they are truly excellent. I've been very, very impressed with each and every one of them. The talent, the skills, the track record, the backgrounds that they have, the expertise that they bring to the Board is just going to be very, very useful for all of us as we proceed to improve our education system beyond where we are at today.

Each and every board member is a leader in their community, with expertise that will tremendously benefit the district. As I've shared with each board member, I want them to be vocal and to engage at every level. Even if we disagree, or do not share the same opinion, it is necessary to hear the diverse voices of this Board. Our diversity is a reflection of the diversity of our schools. This tone of transparency will be the cornerstone of our leadership. It is critically important in order to build and maintain trust with the communities we serve.

[Board Members provided individual comments.]

In keeping with our commitment of increased transparency, we have made the following changes to how the Board conducts its business.

The first change is to include a new section to the Board Meeting to discuss select public agenda items prior to public participation. It is important that the public hears from Board Members on the items they will vote on. This should lead to a better informed public before the Board casts its vote.

The second change is that the Board will now vote earlier in the process on the majority of the items. The Board used to vote on all of the items at the very end of the meeting after Executive Session. Now for those members of the public that want to follow the voting, they will not have to wait until the very end of the meeting except for Executive Session items. We will vote on all of the Public Agenda items after public participation.

The third change will require new rules and policies and amendments to rules and policies, that these new rules and polices be subject to a 30-day public comment period. The comments generated from the public will be shared with all of the Board Members. The Board rule change will be introduced at the July Board Meeting.

The fourth change is to make translation services a permanent feature of every Board Meeting. This was successfully piloted at the last Board Meeting, and our goal is to accommodate as many people in need of translation services as possible.

The fifth change is to begin livestreaming our Board Meetings starting in July. This will allow for the Board Meetings to be watched in real-time and to further increase access to our meetings.

The sixth change is to create a committee structure starting in July. Although we have one committee now, the finance and audit committee, a committee of the whole, we will be adding additional committees chaired by specific Board Members. These will be committees based on critical education policy issues, and will follow a hearing format that includes meetings out in community locations such as schools, community colleges, libraries, and non-profits to allow for vital public participation and engagement.

And our seventh change will be to hold some Board Meetings out in the community in the later hours. These changes will add additional time to the Board Meetings as I already indicated. This time will be used to generate more information and shed more light on the actions before the Board. We will attempt to strike a balance between deeper engagement and efficiency, but believe these changes are critical to a more transparent process. We will continue to fine tune our process with the goal of continuing to increase our transparency and accessibility.

As discussed, we are starting a new order for today's Meeting that includes Honoring Excellence, CEO Report, Discussion of Public Agenda Items, Public Participation, Voting on Public Agenda Items, Executive Session, and lastly, return to vote on Executive Session agenda items.

Now, on Executive Session, I would like to note that in Executive Session the Board will not discuss any Public Agenda items and will only discuss matters as defined in the Open Meetings Act that includes Counsel Retention, Significant Litigation Developments, Settlements, Personnel,

**Discipline, Real Estate and Closed Session Minutes.** That is what will be discussed in Executive Session. I know people have said over the years you guys you go back there and you have this Executive Session and then you come out and you vote and all we hear is a number, that is changing. And we want to make it clear that in Executive Session what we discuss is dictated by law.

Before we move into the next section of our program, Honoring Excellence, I'd like to echo and amplify the Mayor's commitment to our immigrant community given the current climate and rhetoric from Washington. As a Board, we are committed to continue to operate as a welcoming district, and we are committed to supporting all students and families regardless of their race, ethnicity, country of origin, or immigration status. Although Dr. Jackson will get into the details in her report to convey how CPS serves as a welcoming district, I want to restate that we will do everything in our power to protect the students and families in our District. If ICE were to show up at a school, unless they have a criminal warrant, we will not let them in, we will not provide ICE with information on our students and staff, and we will not allow our staff to assist with any enforcement action. I want that to be clear.

President del Valle thereupon opened the floor to the Honoring Excellence segment of the Board Meeting: 1) Lincoln Park High School Wind Symphony; 2) Earle Elementary School Chess Team; 3) State Seal of Biliteracy Award Recipients; and 4) National Board Certified Teachers.

President del Valle thereupon opened the floor to the CEO report segment of the Board meeting. Dr. Janice Jackson, Chief Executive Officer, welcomed the new Board Members and provided remarks on how CPS continues to serve as a welcoming district; the rates of graduation and retention; how the Annual Regional Analysis lead to CPS' largest programmatic implementation; the 5 Year Vision; the creation of the Equity Office and Office of Student Protections; and the success of the Safe Passage program.

President del Valle opened the floor to the Discussion on the following presentation items. Ms. Anna Alvarado, Chief Teaching and Learning Officer, provided a presentation on the Accelerated Placement Policy [19-0626-PO3]. Mr. Jeffrey Broom, Director of Performance and Data Policy, provided a presentation on the School Quality and Rating Policy 2.0 [19-0626-PO2]. Dr. Kenneth Fox, Chief Health Officer, Ms. Hellen Antonopoulos, Executive Director of Social and Emotional Learning, and Ms. Camie Pratt, Title IX Officer, provided a presentation on the Student Code of Conduct Revisions [19-0626-PO4].

President del Valle thereupon opened the floor to the Discussion of the following Public Agenda Items.

1) Authorize Agreement with Little Angels Family Daycare II, Inc. to Provide Funding for Construction of Early Learning Childhood Facility to Provide Universal Pre-School [OP3]  
**Summary:** This Agreement will grant \$2,400,000 to Little Angels Family Daycare II to build new spaces to help support communities that have a high need for Pre-k services. These funds were approved in the FY19 Capital Budget and will add 104 seats in the Englewood Community.

2) Amend Board Report 18-0926-RS5 Resolution Request the Public Building Commission of Chicago to Undertake the FY19 Program Expansions and New Annexes [RS5]  
**Summary:** This amendment increases spending authority by \$16,150,000 to undertake FY19 Expansions and New Annexes to authorize the full spend as identified in the FY19 Capital Plan.

3) Amend Board Report 19-0123-RS2 Amend Board Report 18-0926-RS6 Resolution Request the Public Building Commission of Chicago to Undertake Belmont Cragin Replacement School and Hancock Replacement School [RS7]  
**Summary:** This amendment increases spending authority by \$4.4M to undertake the Belmont Cragin Replacement School to authorize full spend as identified on the FY19 Capital Plan

4) Amend Board Report 18-0926-RS7 Resolution Request the Public Building Commission of Chicago to Undertake Various FY19 Renovation Projects [RS6]  
**Summary:** This amendment increases spending authority by \$13,459,000 to undertake various FY19 Renovation Projects to authorize the full spend as identified on the FY19 Capital Plan.

\*Note: Whereupon, Vice President Revuluri departed the Board Room

5) Authorize the Second and Final Renewal Agreements for the Pre-Qualification Status of Various Vendors to Provide Educational Technology Products [PR3]  
Summary: Authorize a one year renewal for Education Technology Master Agreement for \$2M for a pool of pre-qualified vendors for continued use of online supplemental programs that support instruction by providing enrichment and/or interventions when needed.

6) Authorize the Second and Final Renewal Agreements with Various Vendors for Supplemental School Based Therapy Services [PR1]  
Summary: Authorize renewal agreements with three vendors for \$3.4M to provide the related services of speech language pathology, occupational therapy and physical therapy across the Chicago Public Schools District.

7) Resolution Authorizing Payments for Special Education Services to Various State-Approved Non-Public Facilities for Students with Disabilities Placed by Chicago Public Schools [RS8]  
Summary: Authorize payment of up to \$110M to state-approved facilities for costs associated with the provision of special education and related services, including transportation, for students with disabilities placed by CPS in accordance with students' IEPs.

8) Authorize New Agreements with Vendors for the Purchase of Educational Supplies [PR2]  
Summary: Authorize agreement to spend up to \$18M to purchase various educational supplies for the district, including the launch of an additional 130 Universal PreK classrooms and 146 Full day expansion classroom in SY 19-20.

9) Authorize New Agreements with Various Vendors to Provide Safe Sites and Services [PR7]  
Summary: Authorize a new agreement for up to \$1.9M for Safe Haven Sites for After School, Spring Break and Summer programming. This covers up to 37 Safe Haven sites, academic curriculum and social program services for CPS students across the district.

\*Note: Whereupon, Vice President Revuluri re-entered the Board Room

10) Amend Board Report 08-1217-PO1 Debarment Policy [PO1]  
Summary: This amendment will adopt the recommendation of the Inspector General to automatically block any person or entity that is banned from getting business by any other sister agency from doing business with CPS.

11) Authorize Placement of the Board's FY 2020 Excess Liability and Property Insurance Programs with Various Insurance Companies through Mesirow Insurance Services, Inc. [FN1]  
Summary: Authorize Placement of Insurance Services for not more than \$9.5M, covering 16 different policies, including Excess Casualty/Liability, Property, Mechanical, Special Events, Fiduciary Liability, Cyber Liability, Excess Bus Vendor, Catastrophic Student Accident, and Student Foreign Travel Insurance.

President del Valle thereupon opened the floor to the Discussion of Remaining Public Agenda Items.

President del Valle thereupon opened the floor to the Public Participation segment of the Board Meeting.

President del Valle thereupon opened the floor to the Discussion of Public Participation.

President del Valle thereupon proceeded with Agenda Items.

The Secretary presented the following Statement for the Public Record:

Mr. President I will begin with items on the public agenda and proceed with a separate vote for PO2, PO3, PO4, and PR3, and will note their titles for the record as we take each separate vote. I will then proceed with the additional items on the public agenda and read the board report

**numbers and brief titles. Mr. President we will now proceed with a separate vote on PO2 entitled Rescind Board Reports 18-0926-RS2 17-0927-RS1, 16-0824-RS1, 15-0929-RS3 and 14-1119-PO1, 14-0827-PO2, 13-0828-PO5, and Adopt a New School Quality Rating Policy.**

## 19-0626-PO2

### **RESCIND BOARD REPORTS 18-0926-RS2, 17-0927-RS1, 16-0824-RS1, 15-0929-RS3 AND 14-1119-PO1, 14-0827-PO2, 13-0828-PO5, AND ADOPT A NEW SCHOOL QUALITY RATING POLICY**

#### **THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board rescind Board Reports 18-0926-RS2, 17-0927-RS1, 16-0824-RS1, 15-0929-RS3 and 14-1119-PO1, 14-0827-PO2, and 13-0828-PO5 and adopt a new School Quality Rating Policy effective for the 2020-2021 school year.

#### **POLICY TEXT:**

##### **I. Purpose and Goals**

This policy shall establish the standards and criteria for issuing a School Quality Rating and Accountability Status to each school that is either Good Standing status, Remediation status (which indicates the need for Provisional Support) or Probation status (which indicates the need for Intensive Support) per Section 5/34-8.3 of the Illinois School Code. This policy will take effect beginning with a School Quality Rating and Accountability Status issued to each school for the 2020-2021 school year based on school performance data gathered during the prior school year. This policy will also apply to subsequent school years unless amended or rescinded by the Board. A school's Accountability Status from the prior school year shall remain in effect until such time as the school is notified of its new status for the then-current school year that is issued in accordance with this policy.

This policy sets out a systematic means for measuring a school's performance and identifying schools in need of support and increased oversight due to insufficient levels of achievement and growth based on the key indicators and School Quality Rating system as defined by the Board herein. Section 5/34-8.3 of the Illinois School Code provides for the remediation and probation of schools and requires the Chief Executive Officer ("CEO") of the Chicago Public Schools ("CPS") to monitor the performance of each school using the criteria and rating system established by the Board to identify those schools in which: (1) there is a failure to develop, implement, or comply with the school improvement plan; (2) there is a pervasive breakdown in the educational program as indicated by various factors such as the absence of improvement in reading and math achievement scores, an increased drop-out rate, a decreased graduation rate, or a decrease in the rate of student attendance; or (3) there is a failure or refusal to comply with the provisions of the School Code, other applicable laws, collective bargaining agreements, court orders, or with applicable Board rules and policies.

The Board recognizes that an effective and fair School Quality Rating system considers a broad range of indicators of success, including, but not limited to student test score performance and student academic growth, closing of opportunity gaps, school culture and climate, attendance, graduation, and preparation for post-graduation success. Therefore, this policy establishes a comprehensive system to assess school performance in order to identify, monitor and assist schools with low student performance in these areas, as well as provide a framework for action to intervene in schools with stagnant or insufficient rates of student improvement. The School Quality Rating system also provides a means for recognition of schools who have demonstrated distinguished levels of performance.

##### **II. Scope of the Policy**

All CPS schools are subject to this policy, including, but not limited to, neighborhood schools, magnet schools, selective enrollment schools, contract schools, Option Schools, and schools with non-traditional grade structures. CPS charter schools are subject to the performance standards set out in this policy by and through the accountability provisions in their charter contract with the Board and shall annually receive a School Quality Rating.

##### **III. ACCOUNTABILITY INDICATORS, STANDARDS AND SCORING**

###### **A. Accountability Status Determination**

A school shall receive a School Quality Rating and Accountability Status based upon its level of performance and growth. Charter school accountability is determined by and through the accountability provisions in the charter contract with the Board, and is based on the rating designations set forth in this Policy. The school's School Quality Rating is determined based on a point system. A school is evaluated on each of the indicators identified in Sections III.B through III.G and receives points ranging from 1 to 5 on each indicator as specified. The points for each indicator are then weighted as described in Section III.H below and averaged to determine the school's overall weighted score, which will also range from 1 to 5. The school's overall weighted score is used to determine the school's School Quality Rating of either Level 1+, Level 1, Level 2+, Level 2, or Level 3 as described in Section III.I below.

The level rating issued to a school is then used in combination with other factors to determine whether the school is identified with an Accountability Status of Good Standing, Remediation or Probation, as follows:

1. Schools newly established by the Board shall receive an annual School Quality Rating as soon as sufficient data is available, but will remain in Good Standing status until completing the second year of operation or until such time as adequate measures of student achievement become available as defined in the SQRP Handbook.
2. A school with a School Quality Rating of Level 3 shall receive Probation status.
3. A school with a School Quality Rating of Level 2 shall receive Remediation status, except when:
  - i. The school has been on Probation status for two or more consecutive years, in which case the school must receive a Level 1+, Level 1, Level 2+, or Level 2 rating for two consecutive years to be eligible for another Accountability Status and removal from Probation;
  - ii. The Board has taken an action under 105 ILCS 5/34-8.3(d)(2) or (4) at the school, in which case the school must remain on Probation for a minimum of five years; or
  - iii. The CEO has determined that the school faces academic problems that may not be sufficiently addressed through the Remediation process, in which case the school will receive Probation status. In making this determination, the CEO will consider various factors including the length of time the school has had a Level 2 rating status, long-term academic trends, school culture and climate, and quality of school leadership.
4. A school with a School Quality Rating of Level 1+, Level 1, or Level 2+ shall receive Good Standing status, except when:
  - i. The school has been on Probation status for two or more consecutive years, in which case the school must receive a Level 1+, Level 1, Level 2+ or Level 2 rating for two consecutive years to be eligible for another Accountability Status and removal from Probation;
  - ii. The school has been on Remediation status for two or more consecutive years, in which case the school must receive a Level 1+, Level 1, or Level 2+ rating for two consecutive years to be eligible for another Accountability Status and removal from Remediation;
  - iii. The school has been on a combination of Remediation and Probation status for the last two consecutive years, in which case the school will receive Remediation status and must receive a Level 1+, Level 1, or Level 2+ rating for two consecutive years to be eligible for another Accountability Status and removal from Remediation; or
  - iv. The Board has taken an action under 105 ILCS 5/34-8.3(d)(2) or (4) at the school, in which case the school must remain on Probation for a minimum of five years.

Notwithstanding the foregoing, the CEO may at any time place any school on Probation status if the CEO determines that s/he must take necessary steps to satisfy legal requirements or other mandates, including, but not limited to, when the CEO determines: (a) that a school has failed or refused to comply with the provisions of the School Code, other applicable laws, collective bargaining agreements, court orders, or with applicable Board rules and policies; or (b) that a school with state or federal school improvement status has a school improvement plan, budget or any amendment thereto that may compromise, limit or otherwise impair the implementation of the remedial measures required by ISBE or the Every Student Succeeds Act (ESSA). Nothing herein shall limit the Board's ability to take action in accordance with 105 ILCS 5/34-8.3(f).

## B. Elementary School Performance Indicators

The indicators and standards and related points that determine an elementary school's School Quality Rating are as follows:

Elementary Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. National School Attainment percentile on the NWEA Reading Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
2. National School Attainment percentile on the NWEA Math Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
3. National School Growth percentile on the NWEA Reading Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile

4. National School Growth percentile on the NWEA Math Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
5. Priority Group National Growth percentile on the NWEA Reading Assessment - evaluated separately for African-American, Hispanic, English Learners (ELs) and Diverse Learners	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 79 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
6. Priority Group National Growth percentile on the NWEA Math Assessment - evaluated separately for African-American, Hispanic, English Learners (ELs) and Diverse Learners	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 79 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
7. Percentage of Students Meeting or Exceeding National Average Growth Norms on NWEA Reading and Math Assessments	70% or higher	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
8. Average Daily Attendance Rate (Grades K-8)	96% or higher	Between 95% and 95.9%	Between 94% and 94.9%	Between 92% and 93.9%	Less than 92%
9. Grades 3-8 On-Track Index Score	44.5 and above	Between 42.0 and 44.4	Between 39.0 and 41.9	Between 37.0 and 38.9	Below 37.0
10. My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
11. Percentage of Students Making Sufficient Annual Progress on the ACCESS Assessment	55% or higher	Between 45% and 54.9%	Between 35% and 44.9%	Between 25% and 34.9%	Less than 25%
12. Data Quality Index Score	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%

For each of the above indicators that is based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 95%	No adjustment
Greater than or equal to 93% but less than 95%	-1 point
Greater than or equal to 92% but less than 93%	-2 points
Greater than or equal to 90% but less than 92%	-3 points
Less than 90%	-4 points

#### C. High School Performance Indicators

The indicators and standards and related points that determine a high school's School Quality Rating are as follows:

High School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. PSAT/SAT Growth Differential	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> percentile and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> percentile and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> percentile and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
2. Priority Group SAT Growth Percentile - evaluated separately for African-American students, Hispanic students, English Learners (ELs), and Diverse Learners	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> percentile and 69 <sup>th</sup> percentile	Between 30 <sup>th</sup> percentile and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> percentile and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile

3. PSAT/SAT National School Growth Percentile	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> percentile and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> percentile and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> percentile and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
4. Percentage of Students Meeting College Readiness Benchmarks on PSAT/SAT	80% or more	60% - 79%	40% - 59%	20% - 39%	Below 20%
5. Average Daily Attendance Rate (Grades 9-12)	95% or higher	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
6. Freshman On-Track Rate	90% or higher	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
7. 4-year Cohort Graduation Rate	85% or higher	Between 75% and 84.9%	Between 65% and 74.9%	Between 55% and 64.9%	Less than 55%
8. 1-Year Dropout Rate	2% or below	Between 2.1% and 4%	Between 4.1% and 6%	Between 6.1% and 8%	More than 8%
9. College Enrollment Rate	75% or higher	Between 65% and 74.9%	Between 55% and 64.9%	Between 45% and 54.9%	Less than 45%
10. College Persistence Rate	85% or higher	Between 75% and 84.9%	Between 65% and 74.9%	Between 55% and 64.9%	Less than 55%
11. Percentage of Graduates Earning a 3+ on an AP Exam, a 4+ on an IB Exam, the State Seal of Biliteracy, an Approved Early College Credit and/or an Approved Career Credential	40% or higher	Between 30% and 39.9%	Between 20% and 29.9%	Between 10% and 19.9%	Less than 10%
12. My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
13. Data Quality Index Score	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
14. Percentage of Graduates Completing a Concrete Postsecondary Plan Via Learn.Plan.Succeed	95% or higher	Between 90% and 94%	Between 80% and 89%	Between 70% and 79%	Less than 70%

For each of the above indicators that is based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 95%	No adjustment
Greater than or equal to 93% but less than 95%	-1 point
Greater than or equal to 92% but less than 93%	-2 points
Greater than or equal to 90% but less than 92%	-3 points
Less than 90%	-4 points

#### D. Option School Performance Indicators

The indicators and standards and related points that determine an Option school's School Quality Rating are as follows:

Option School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. Average Growth Percentile on STAR Reading Assessment	60 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 30 <sup>th</sup> percentile

2. Average Growth Percentile on STAR Math Assessment	60 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 30 <sup>th</sup> percentile
3. Percentage of Students Making Growth Targets on STAR Reading Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
4. Percentage of Students Making Growth Targets on STAR Math Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
5. One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
6. Credit Attainment Rate	Greater than or equal to 70%	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
7. Stabilization Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
8. Average Daily Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
9. Growth in Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
10. Percentage of Graduates Earning a 3+ on an AP Exam, a 4+ on an IB Exam, the State Seal of Biliteracy, an Approved Early College Credit and/or an Approved Career Credential	Greater than or equal to 25%	Between 20%-24.9%	Between 10% and 19.9%	Between 5% and 9.9%	Less than 5%
11. College Enrollment Rate	Greater than or equal to 50%	Between 30% -49.9%	Between 20% and 29.9%	Between 10% and 19.9%	Less than 10%
12. Percentage of Students Completing a Concrete Postsecondary Plan Via Learn.Plan.Succeed	95% or higher	Between 90% and 94%	Between 80% and 89%	Between 70% and 79%	Less than 70%
13. Data Quality Index	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
14. My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized

For each of the above indicators that is based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 90%	No adjustment
Greater than or equal to 85% but less than 90%	-1 point
Greater than or equal to 80% but less than 85%	-2 points
Greater than or equal to 75% but less than 80%	-3 points
Less than 75%	-4 points

**E. Specialty High School Performance Indicators - Model A<sup>1</sup>**

The indicators and standards and related points that determine an Option school's School Quality Rating are as follows:

Specialty High School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. Percentage of Students Earning Career/Postsecondary Credentials	40% or higher	Between 30% and 39.9%	Between 20% and 29.9%	Between 10% and 19.9%	Less than 10%
2. Freshman On-Track Rate	90% or higher	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
3. One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
4. Average Daily Attendance Rate	95% or higher	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
5. Percentage of Transition Plans in Compliance	Greater than or equal to 99%	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
6. Percentage of Graduates With an Approved Summary of Performance Plan	Greater than or equal to 99%	Between 93% and 98.9%	Between 86% and 92.9%	Between 80% and 85.9%	Less than 80%
7. Percentage of IEP Annual Reviews in Compliance	Greater than or equal to 95%	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
8. Percentage of IEP Evaluations in Compliance	Greater than or equal to 50%	Between 90% and 94.9%	Between 85% and 89.9%	Between 60% and 84.9%	Less than 80%
9. Data Quality Index	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
10. My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
11. 1-Year Dropout Rate	2% or below	Between 2.1% and 4%	Between 4.1% and 6%	Between 6.1% and 8%	More than 8%

<sup>1</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for specialty high schools, Model A.

**F. Specialty High School Performance Indicators - Model B<sup>2</sup>**

The indicators and standards and related points that determine an Option school's School Quality Rating are as follows:

Specialty High School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. Percentage of Students Earning Career/Postsecondary Credentials	40% or higher 60th percentile or higher	Between 30% and 39.9% Between 50th and 59th percentile	Between 20% and 29.9% Between 40th and 49th percentile	Between 10% and 19.9% Between 30th and 39th percentile	Less than 10% Below 30th percentile
2. One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
3. Average Daily Attendance Rate	95% or higher	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
4. Percentage of Transition Plans in Compliance	Greater than or equal to 99	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
5. Percentage of Graduates With an Approved Summary of Performance Plan	Greater than or equal to 99%	Between 930% and 98.9%	Between 86% and 92.9%	Between 80% and 85.9%	Less than 80%
6. Percentage of IEP Annual Reviews in Compliance	Greater than or equal to 95%	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
7. Percentage of IEP Evaluations in Compliance	Greater than or equal to 95%	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
8. Data Quality Index	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%
9. My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
10. 1-Year Dropout Rate	2% or below	Between 2.1% and 4%	Between 4.1% and 6%	Between 6.1% and 8%	More than 8%

<sup>2</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for specialty high schools, Model B.

**G. Detention Center School Performance Indicators<sup>3</sup> - Model A and Model B<sup>4</sup>**

The indicators and standards and related points that determine an Option School's School Quality Rating are as follows:

<b>Detention Center School Performance Indicator</b>	<b>5 points</b>	<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
1. Average Growth Percentile on STAR Reading Assessment	60 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 30 <sup>th</sup> percentile
2. Average Growth Percentile on STAR Math Assessment	60 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 30 <sup>th</sup> percentile
3. Percentage of Students Making Growth Targets on STAR Reading Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
4. Percentage of Students Making Growth Targets on STAR Math Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
5. One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
6. Credit Attainment Rate	Greater than or equal to 70%	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
7. Percentage of Students With an Approved Transition Plan	Greater than or equal to 95%	Between 91% and 94.9%	Between 87% and 90.9%	Between 83% and 86.9%	Less than 83%
8. SAT Participation Rate	Greater than or equal to 90%	Between 85% and 88.9%	Between 80% and 83.9%	Between 75% and 78.9%	Less than 75%
9. Percentage of Students Earning Career/Postsecondary Credentials <sup>5</sup>	TBD	TBD	TBD	TBD	TBD
10. Transition Rate - Enrollment	Greater than or equal to 65%	Between 60% and 64.9%	Between 55% and 59.9%	Between 50% - 54.9%	Less than 50%
11. Transition Rate - Persistence	Greater than or equal to 85%	Between 80% and 84.9%	Between 75% and 79.9%	Between 70% and 74.9%	Less than 70%

For each of the above indicators that is based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

<b>Participation Rate</b>	<b>Point Adjustment</b>
Greater than or equal to 90%	No adjustment
Greater than or equal to 85% but less than 90%	-1 point
Greater than or equal to 80% but less than 85%	-2 points
Greater than or equal to 75% but less than 80%	-3 points
Less than 75%	-4 points

<sup>3</sup>A Juvenile Detention Center is a facility that provides temporary, secure placement for youth awaiting adjudication of their cases by the Juvenile Division of the Cook County Courts and youth under the age of 18 who have had their case transferred to Cook County Criminal Court.

<sup>4</sup>The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for detention center schools, Models A and B.

<sup>5</sup>The standards and related points for this indicator will be set (and revised via Board policy) prior to the release of ratings for school year 2020-2021.

#### H. Weighting of Performance Indicators

Each School Quality Rating is determined by applying a weight to the points earned for each performance indicator identified in Sections III.B through III.G above. Each performance indicator and its respective weighting is set forth below. The CEO or designee may modify the applicable weights in instances where a school's data for a particular performance indicator is unavailable, incomplete or unreliable.

##### 1. Elementary School Weighting

Elementary School Performance Indicators	Standard Weighting for Elementary Schools	Weighting for Schools with a Highest Grade Served of Grade 3
1. National School Growth Percentile on the NWEA Reading Assessment	12.5%	5%
2. National School Growth Percentile on the NWEA Math Assessment	12.5%	5%
3. Priority Group National Growth Percentile on the NWEA Reading Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
4. Priority Group National Growth Percentile on the NWEA Math Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
5. Percentage of Students Meeting or Exceeding National Average Growth Norms on the NWEA Reading and Math Assessments	10%	10%
6. National School Attainment Percentile on the NWEA Reading Assessment for Grades 3-8	5%	2.5%
7. National School Attainment Percentile on the NWEA Math Assessment for Grades 3-8	5%	2.5%
8. National School Attainment Percentile on the NWEA Reading Assessment for Grade 2	2.5%	5%
9. National School Attainment Percentile on the NWEA Math Assessment for Grade 2	2.5%	5%
10. Percentage of Students Making Sufficient Annual Progress on the ACCESS Assessment	5%	5%
11. Grades 3-8 On-Track	10%	10%
12. Average Daily Attendance Rate (Grades K-8)	10%	25%
13. My Voice, My School 5 Essentials Survey	10%	10%
14. Data Quality Index Score	5%	5%

##### 2. High School Weighting

High School Performance Indicators	Weighting for High Schools
1. PSAT/SAT Growth Differential	8 <sup>th</sup> grade-11 <sup>th</sup> grade = 10% 8 <sup>th</sup> grade-9 <sup>th</sup> grade = 3.33%
2. Priority Group SAT Growth Differential - evaluated separately for African-American students, Hispanic students, English Learners (ELs), and Diverse Learners	Up to 10% (2.5% for each priority group)
3. PSAT/SAT National School Growth Percentile	6.66% 9 <sup>th</sup> -10 <sup>th</sup> grade = 3.33% 10 <sup>th</sup> -11 <sup>th</sup> grade = 3.33%
4. Percentage of Students Making College Readiness Benchmarks on PSAT/SAT	10%
5. Average Daily Attendance Rate (Grades 9-12)	10%
6. Freshman On-Track Rate	10%
7. 4-year Cohort Graduation Rate	10%
8. 1-Year Dropout Rate	5%
9. College Enrollment Rate	5%
10. College Persistence Rate	5%
11. Percentage of Graduates Earning a 3+ on an AP Exam; a 4+ on an IB Exam; the State Seal of Biliteracy; an Approved Early College Credit and/or an Approved Career Credential	5%
12. My Voice, My School 5 Essentials Survey	5%
13. Data Quality Index Score	2.5%
14. Percentage of Graduates Completing a Concrete Postsecondary Plan Via Learn.Plan.Succeed	2.5%

**3. Option School Weighting**

<b>Option School Indicators</b>	<b>Weighting for Option Schools</b>
1. Average Growth Percentile on STAR Reading Assessment	10%
2. Average Growth Percentile on STAR Math Assessment	10%
3. Percentage Making Growth Targets on STAR Reading Assessment	10%
4. Percentage Making Growth Targets on STAR Math Assessment	10%
5. One-Year Graduation Rate	10%
6. Credit Attainment Rate	5%
7. Stabilization Rate	5%
8. Average Daily Attendance Rate	10%
9. Growth in Attendance Rate	5%
10. Early College and Career Credentials	5%
11. College Enrollment Rate	5%
12. Percentage of Graduates Completing a Concrete Postsecondary Plan Via Learn.Plan.Succeed	5%
13. Data Quality Index	5%
14. My Voice, My School 5 Essentials Survey	5%

**4. Specialty High School Weighting - Model A<sup>6</sup>**

<b>Specialty High School Indicators - Model A</b>	<b>Weighting for Option Schools</b>
1. Percentage of Graduates Earning Career Credentialed Status	20%
2. Freshman On-Track Rate	20%
3. One-Year Graduation Rate	15%
4. Average Daily Attendance Rate	10%
5. One-Year Dropout Rate	5%
6. Percentage of Transition Plans in Compliance	5%
7. Percentage of Graduates With an Approved Summary of Performance Plan	5%
8. Percentage of IEP Annual Reviews in Compliance	5%
9. Percentage of IEP Evaluations in Compliance	5%
10. Data Quality Index	5%
11. My Voice, My School 5 Essentials Survey	5%

**5. Specialty High School Weighting - Model B<sup>7</sup>**

<b>Specialty High School Indicators - Model B</b>	<b>Weighting for Option Schools</b>
1. Percentage of Graduates Earning Career Credentialed Status	20%
2. One-Year Graduation Rate	15%
3. Average Daily Attendance Rate	10%
4. Percentage of Transition Plans in Compliance	10%
5. Percentage of Graduates With an Approved Summary of Performance Plan	10%
6. Percentage of IEP Annual Reviews in Compliance	10%
7. Percentage of IEP Evaluations in Compliance	10%
8. One-Year Dropout Rate	5%
9. Data Quality Index	5%
10. My Voice, My School 5 Essentials Survey	5%

<sup>6</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for specialty high schools, Model A.

<sup>7</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for specialty high schools, Model B.

**6. Detention Center School Weighting - Model A<sup>8</sup>**

<b>Detention Center School Indicators</b>	<b>Weighting for Option Schools</b>
1. Average Growth Percentile on STAR Reading Assessment	5%
2. Average Growth Percentile on STAR Math Assessment	5%
3. Percentage of Students Making Growth Targets on STAR Reading Assessment	10%
4. Percentage of Students Making Growth Targets on STAR Math Assessment	10%
5. One-Year Graduation Rate	10%
6. Credit Attainment Rate	10%
7. Percentage of Students With an Approved Transition Plan	10%
8. SAT Participation Rate	10%
9. Percentage of Students Earning Career/Postsecondary Credentials	10% <sup>9</sup>
10. Transition Rate - Enrollment	10%
11. Transition Rate - Persistence	10%

**7. Detention Center School Weighting - Model B<sup>10</sup>**

<b>Detention Center School Indicators</b>	<b>Weighting for Option Schools</b>
1. Average Growth Percentile on STAR Reading Assessment	10%
2. Average Growth Percentile on STAR Math Assessment	10%
3. Percentage of Students Making Growth Targets on STAR Reading Assessment	10%
4. Percentage of Students Making Growth Targets on STAR Math Assessment	10%
5. One-Year Graduation Rate	10%
6. Credit Attainment Rate	10%
7. Percentage of Students With an Approved Transition Plan	10%
8. SAT Participation Rate	10%
9. Percentage of Students Earning Career/Postsecondary Credentials	10% <sup>11</sup>
10. Transition Rate - Enrollment	5%
11. Transition Rate - Persistence	5%

<sup>8</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for detention center schools, Model A.

<sup>9</sup> In the first year of this policy (i.e., the 2020-2021 school year), this metric will be calculated and included at 0% of the school's rating, with the 10% distributed evenly between SAT Participation Rate and One-Year Graduation Rate (making each of those metrics worth 15% for the 2020-2021 school year). In the 2021-2022 school year and subsequently thereafter these metrics will be weighted as described here.

<sup>10</sup> The Chief Executive Officer (CEO) shall publish guidelines, via the SQRP handbook, establishing the criteria for detention center schools, Model B.

<sup>11</sup> In the first year of this policy (i.e., the 2020-2021 school year), this metric will be calculated and included at 0% of the school's rating, with the 10% distributed evenly between SAT Participation Rate and One-Year Graduation Rate (making each of those metrics worth 15% for the 2020-2021 school year). In the 2021-2022 school year and subsequently thereafter these metrics will be weighted as described here.

### **8. Weighting for Schools Serving both High School and Elementary School Grade Levels**

Schools serving both elementary and high school grades will receive separate weighted scores and School Quality Ratings for their elementary program and their high school program. However, the school's overall School Quality Rating and Accountability Status is determined by combining the weighted scores from the school's elementary and the high school programs, and further weighting the combined score by the proportion of students in each program.

#### **I. Assignment of a School Quality Rating**

Each school will be assigned a School Quality Rating based on either its number of weighted points earned or its School Attainment Score, as defined in the table below. If a school qualifies for one rating based on its number of weighted points and another rating based on its School Attainment Score, the school will be granted the higher of the two ratings as its School Quality Rating. For elementary schools, the School Attainment Score is based on NWEA Reading and Mathematics assessments in Grades 3-8 or in Grade 3 if the school's highest grade served is Grade 3. An elementary school must meet the National School Attainment percentile minimum in both Reading and Mathematics to qualify for a School Quality Rating based on attainment percentile. For high schools, the School Attainment Score is based on the PSAT/SAT series of assessments. A high school must have a minimum percentage of students meeting college readiness benchmarks to qualify for a School Quality Rating based on attainment score. For a school to earn a School Quality Rating based on the attainment score rather than weighted points earned, the school must have a minimum 95% participation rate on all assessments that determine the school's attainment score.

School Quality Rating	Weighted Points Earned	OR	Elementary Minimum Attainment Score	High School Minimum Attainment Score
Level 1+	4.0 or more		90 <sup>th</sup> percentile	80% of Students
Level 1	Between 3.5 and 3.9		70 <sup>th</sup> percentile	60% of Students
Level 2+	Between 3.0 and 3.4		50 <sup>th</sup> percentile	40% of Students
Level 2	Between 2.0 and 2.9		40 <sup>th</sup> percentile	20% of Students
Level 3	Less than 2.0		-	-

For schools serving both elementary and high school grades, the school receives weighted scores and ratings for the elementary and high school programs separately, which are then combined into a single overall School Quality Rating as described in Section III.H.8. If either the elementary and/or high school program achieves a higher program rating based on their School Attainment Score than their weighted points earned, that program will receive the higher level rating. When combining both program scores into a single overall School Quality Rating, any program rating based on School Attainment Score shall be converted into the lowest score associated with that level for purposes of performing the weighted calculation as described in Section III.H.8. The lowest score associated with each level are as follows: Level 1+ = 4 points, Level 1 = 3.5 points, Level 2+ = 3 points, Level 2 = 2 points.

Notwithstanding the foregoing, if a District-operated school with a Level 1+ or Level 1 rating experienced conditions or an event that had a significant impact on the school, the school may receive a School Quality Rating of Level 1. In making this determination, the CEO will consider the following factors: (1) a significant change in student population, exclusive of students in new or entry-level grades; (2) a significant change of the school's teaching staff as compared to the prior year; (3) a change of principal; (4) a significant change in the school's academic program; or (5) any other event that had a significant impact. Such a CEO determination shall not be applied in consecutive years.

In the event the CEO determines that the performance indicators specified in this policy are not appropriate for measuring a school's performance, the CEO may recommend to the Board the use of other specified performance indicators to evaluate the school and issue its School Quality Rating and Accountability Status. The CEO shall use such alternate performance indicators when approved by the Board.

#### **IV. SCHOOLS IDENTIFIED AS NEEDING REMEDIAL ASSISTANCE**

On a date to be determined by the CEO or his/her designee, after school performance data is available, schools will be notified as to their Accountability Status hereunder.

##### **Schools Placed on Remediation**

Any school that receives a Remediation status as described in Section III.A above shall participate in a remedial program in which a Remediation Plan is developed by the CEO and/or the CEO's designees. A Remediation Plan may include one or more of the following components:

1. Drafting a new school improvement plan (currently known as the Continuous Improvement Work Plan, or CIWP);
2. Additional training for the local school council;
3. Directing the implementation of the school improvement plan; and
4. Mediating disputes or other obstacles to reform or improvement at the school.

A Remediation Plan is intended to provide the support and oversight necessary to prevent schools with declining or flat performance from entering Probation status, and to help schools that are exiting Probation reach Good Standing status. In creating a Remediation Plan, the CEO or designee shall give assistance to the school to ensure that all aspects of the plan, including the school budget, address the educational deficiencies at these schools.

Any updates to such school improvement plan to address new data on the deficiencies at Remediation schools with a school improvement status shall be approved by the Board in accordance with the Illinois State Board of Education's (ISBE's) timeline for Board approval of school improvement plans.

The CEO or designee shall monitor each Remediation school's implementation of the final plan and the progress the school makes toward implementation of the plan and the correction of its educational deficiencies.

#### **Schools Placed on Probation**

**School Improvement Plan and Budget:** Each school placed on Probation shall have a school improvement plan and a school budget for correcting deficiencies identified by the Board. The CEO or designee shall develop a school improvement plan (currently known as the CIWP) that shall contain specific steps that the local school council and the school staff must take to correct identified deficiencies. The school's CIWP may serve as the school's Probation plan. The school budget shall include specific expenditures that support the implementation of this plan and that are directly calculated to correct educational and operational deficiencies identified at the school.

In creating or updating the required plan, the CEO or designee shall give assistance to Probation schools to ensure that all aspects of the plan, including the school budget, reflect and are tailored to the individual needs of the school and that the plan addresses the educational deficiencies at these schools.

The Board shall approve school improvement plans for schools placed on Probation. Any updates to such school improvement plan or school budget to address new data on the deficiencies at Probation schools and schools with a state or federal school improvement status shall be approved by the Board in accordance with ISBE's timeline for Board approval of school improvement plans.

Except when otherwise specified by the CEO, the Chief of Schools for the school's network and the Chief of Schools' designees shall serve as the probation team that will identify the educational and operational deficiencies at Probation schools in their network to be addressed in the school improvement plan and budget presented to the Board for approval.

**Monitoring:** The CEO or designee shall monitor each Probation school's implementation of the final plan and the progress the school makes toward implementation of the plan and the correction of its educational deficiencies.

**Additional Corrective Measures:** Schools placed on Probation that, after at least one year, fail to make adequate progress in correcting deficiencies are subject to the following actions by the approval of the Board, after an opportunity for a hearing:

- a. Ordering new local school council elections;
- b. Removing and replacing the principal;
- c. Replacement of faculty members, subject to the provisions of Section 24A-5 of the Illinois School Code;
- d. Reconstitution of the attendance center and replacement and reassignment by the CEO of all employees of the attendance center;
- e. Intervention under Section 34-8.4 of the Illinois School Code;
- f. Operating an attendance center as a contract turnaround school;
- g. Closing of the school; or
- h. Any other action authorized under Section 34-8.3 of the Illinois School Code

The Law Department shall develop and disseminate hearing procedures for hearings required before taking any of the corrective actions specified above.

#### **Definitions**

**3-8 On-Track:** The school-level index score of individual students' on-track status based on a combination of core course GPA and attendance.

**ACCESS for ELs Assessment:** Annual English language proficiency assessment required of all English Language Learners ("ELLs").

**Accountability Status:** Status of the school established by this policy. A school may receive an Accountability Status of "Probation", "Remediation", or "Good Standing."

**Annual Stabilization Rate:** Percentage of stable students (enrolled for at least 45 membership days) who are enrolled at the end of the school year, have graduated, or have successfully transitioned to another CPS school.

**AP Exam:** Shall mean the end of course exam established by the College Board that is administered upon completion of an AP class.

**Average Daily Attendance Rate:** Shall mean the total number of actual student attendance days divided by the number of total student membership days.

**Average Student Growth percentile for STAR:** Average Fall-to-Spring, Fall-to-Winter, or Winter-to-Spring growth percentile of students on the STAR reading and math assessments.

**Career Credential:** Shall mean a credential received for the successful completion of a specific course sequence approved by CPS that qualifies a student/graduate for employment in a specific career. The courses eligible for Career Credential credit under this policy are subject to approval by CPS.

**Career Credentialled Status:** A designation denoting when a student has engaged in and completed a sufficient number of activities supporting a successful transition to the workplace to be considered ready to engage in a career outside of school.

**Credit Attainment Rate:** Percentage of high school students who earn the total credits possible during their time of enrollment.

**College Enrollment Rate:** The percentage of students enrolled in college in the Fall or Spring after graduation from a CPS high school as identified by the National Student Clearinghouse.

**College Persistence Rate:** The percentage of students enrolled in college in the Fall or Spring after graduation from a CPS high school who are still enrolled in college the following Fall as identified by the National Student Clearinghouse.

**Detention Schools:** CPS schools located within detention facilities, serving school-aged youth placed in temporary secure care, generally pre-adjudication, by the Cook County Courts

**Data Quality Index ("DQI"):** The percentage of data quality indicators that measure whether a school has recorded correct, complete and compliant data in CPS data systems. The DQI score considered under this policy includes the "Attendance", "Registration and Enrollment", "Student Contact Information", and "Student Health" sections of the DQI reported on the CPS Dashboard.

**Early College Credit:** Shall mean credit received for a college-level course approved by CPS in which the high school student is eligible for both high school and college credit upon successful completion of the course.

**Four-Year Cohort Graduation Rate:** The percentage of students graduating within four years of their freshman year.

**Freshmen On-Track Rate:** The percentage of first-time freshman students who earn five credits in their freshman year and fail no more than one semester core course (English, Mathematics, Science and Social Science).

**Good Standing:** An accountability designation assigned to schools where the CEO determines, based on the criteria set out in this policy, that student performance and improvement meets or exceeds district standards.

**Growth in Attendance Rate:** Percentage of stable students (enrolled for at least 45 membership days) that show an improvement of at least 3 percent points in their individual daily attendance rates compared to their daily attendance rate in the previous school year or who maintain an individual daily attendance rate of 90%.

**Growth percentile for PSAT 9, PSAT 10, SAT:** The percentile ranking of the school compared to other CPS schools or schools nationwide measuring the change in standardized test scores between two points in time.

**IB Exam:** Shall mean the end of course exam established by the International Baccalaureate Organization that is administered upon completion of an IB class.

**IEP and Annual Review Compliance:** Measures the extent to which student Individual Education Plans (IEPs) are in compliance with state and federal law.

**Learn Plan Succeed:** The district's program to ensure that all graduating seniors finish high school having articulated a firm postsecondary plan.

**My Voice, My School 5 Essentials Survey:** Annual school climate and culture survey administered by the Consortium on Chicago School Research at the University of Chicago to teachers and students, the results of which are aggregated and determine the school's overall foundation rating.

**National School Attainment percentile for NWEA:** The percentile ranking of the school compared to schools nationally based on the Spring NWEA MAP assessment in grades 2 through 8. This percentile is calculated using national school-level norms established by NWEA, and is adjusted for each school based on the number of students tested at each grade level.

**National School Growth percentile for NWEA:** The percentile ranking of the school compared to schools nationally based on student growth between administrations of the NWEA MAP assessments in grades 3 through 8. This percentile is calculated using national school-level growth norms established by NWEA, and is adjusted for each school based on the number of students tested at each grade level and the average pretest scores for those students.

**NWEA MAP:** The Northwest Evaluation Association ("NWEA") Measure of Academic Progress ("MAP") Assessment. This is the adaptive growth assessment administered to CPS students in grades 2-8 in the Spring of the school year. Scores for students who qualify for an ACCESS or IAA exception are excluded.

**One-Year Drop-out Rate:** The percentage of students in grades 9 through 12 enrolled in the school at any time between July 1 and June 30 of the school year who drop out at any time during the year. The calculation used in this Quality Rating Policy will exclude students who had previously dropped out of school during the past two years.

**One-Year Graduation Rate:** Percentage of students with sufficient credits to be able to graduate within one year who graduate by the end of the school year.

**Option School:** A school or program identified by the CEO or designee that is specifically designed to serve a population of students who have dropped out or are at risk for academic failure, including, but not limited to: (i) students who are significantly off-track for on-time completion of elementary school or graduation from high school; (ii) expelled, emergency placed pending expulsion or in need of disciplinary reassignment; (iii) pregnant or parenting; or (iv) chronically truant.

**Percentage Meeting Student Growth Targets for STAR:** Percentage of students with a growth percentile of 40 or higher on the STAR reading and math assessments.

**Percentage of Students Meeting College Readiness Benchmarks for PSAT 9, PSAT 10, SAT:** A School's Attainment percentile measures how well the school performed on standardized tests at a single point in time. A school's score is based on students' scoring at or above the grade-appropriate combined College Readiness Benchmark scores, set by College Board. To learn more, visit <https://collegereadiness.collegeboard.org>.

**Percentage of Students With a Transition Plan:** Percent of students at York and Jefferson with a completed transition plan.

**Probation:** An accountability designation assigned to non-performing schools where the CEO determines, utilizing the criteria set out in this policy, that a school requires remedial measures beyond what is otherwise available under Remediation to address the school's performance deficiencies. This designation includes schools performing at the lowest level of academic performance defined by this policy. This Accountability Rating indicates the need for intensive support and in implementing this policy the CEO or designee may also refer to this accountability designation as "Intensive Support."

**PSAT 9:** Assessment developed by College Board and administered to CPS students in grade 9.

**PSAT 10:** Assessment developed by College Board and administered to CPS students in grade 10.

**Remediation:** An accountability designation assigned to non-performing schools where the CEO determines, utilizing the criteria set out in this policy, that a school requires remedial measures as described in this policy, including increased oversight, to address performance deficiencies. This Accountability Rating indicates the need for provisional support and in implementing this policy the CEO or designee may also refer to this accountability designation as "Provisional Support."

**SAT:** Assessment developed by College Board and administered to CPS students in grade 11.

**School Quality Rating:** Rating assigned to each school in accordance with this policy that is used to determine the school's Accountability Status. This rating is based on the points schools receive hereunder. A school may receive a School Quality Rating of Level 1+, Level 1, Level 2+, Level 2, or Level 3.

**STAR Assessment:** Reading and math assessments developed by Renaissance Learning, Inc. and administered to students enrolled in an Option School.

**Specialty High School:** CPS specialty high schools and transition learning centers provide specialized education for high school students with mild to moderate cognitive disabilities. Programs capitalize on student interest and strength while preparing them to become members of the community.

- Southside Occupational School - (Grade 12 until age 22)
- Ray Graham Training Center - (Grade 12 until age 22)
- Vaughn High School - (Grade 9 until age 22)
- Northside Learning Center - (Grade 9 until age 22)

**Summary of Performance Compliance:** The percentage of graduates with a valid summary of performance document, per guidelines from the Office of Diverse Learners Support Services.

**Transition Plan Compliance:** The percentage of students with a transition plan that meets state requirements.

**Transition Rate (Enrollment):** The percentage of students who exit a detention center school and re-enroll in a CPS school.

**Transition Rate (Persistence):** The percentage of students who exit a detention center school, re-enroll in a CPS school, and remain enrolled until the end of the year.

**LEGAL REFERENCES:** 105 ILCS 5/34-8.3; 105 ILCS 5/34-8.4; 105 ILCS 5/2-3.25d.

**Board Member Sotelo moved and Board Member Todd-Breland seconded the motion to adopt Board Report 19-0626-PO2.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Ms. Meléndez, Mr. Sotelo, and President del Valle – 4**

**Nay: Mr. Revuluri, Ms. Todd-Breland, and Mr. Truss – 3**

**Board Member Sotelo moved and Board Member Rome seconded the motion for reconsideration for Board Report 19-0626-PO2.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Ms. Meléndez, Ms. Todd-Breland, Mr. Sotelo, and President del Valle – 5**

**Nay: Mr. Truss – 1**

**Mr. Revuluri abstained on Board Report 19-0626-PO2.**

**President del Valle thereupon declared Board Report 19-0626-PO2 adopted.**

**The Secretary presented the following Statement for the Public Record:**

**Mr. President we will now proceed with a separate vote on PO3 entitled Adopt a New Accelerated Placement Policy.**

**19-0626-PO3**

#### **ADOPT A NEW ACCELERATED PLACEMENT POLICY**

##### **THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board adopt a new Accelerated Placement Policy.

**PURPOSE:** This policy will ensure compliance with Public Act 100-0421 which requires the district to adopt a policy that provides students with the opportunity to participate in accelerated placements.

##### **TEXT:**

###### **I. APPLICABILITY**

This policy outlines the procedures for accelerated placements for early entrance to kindergarten, early entrance to first grade, single subject acceleration, and whole grade acceleration beginning with early entrance opportunities for the 2019-2020 school year and then with single subject and whole grade acceleration opportunities beginning in the 2020-2021 school year.

###### **II. ACCELERATED PLACEMENT**

Accelerated placement is the placement of a child in an educational setting with curriculum that is usually reserved for children who are older or in higher grades than the student. Accelerated placement is not limited to those students who have been identified as gifted and talented, but rather is open to all students who demonstrate high ability and who may benefit from accelerated placement.

###### **III. CONSIDERATION OF EQUITY FOR ACCELERATION PLACEMENT**

The district encourages all students who demonstrate high ability and who may benefit from accelerated placement to apply. The district will provide a fee waiver for the screening assessment to any family who qualifies.

#### **IV. ASSESSMENT INSTRUMENTS**

The district shall assess students for accelerated placement using a variety of measures that may include: (a) state assessment; (b) district assessment; (c) report cards; and (d) an acceleration scale.

- a. Illinois Assessment of Readiness (IAR) for Grades 3-8: The state mandated test for students in Grades 3-8 covering English language arts (ELA) and mathematics.
- b. Northwest Evaluation Association (NWEA) Measure of Academic Progress (MAP): NWEA MAP is an adaptive assessment used as a universal screener in Grades K-8 to identify students in need of academic supports in ELA and mathematics.
- c. Report Card Grades: Grade Point Average Calculation in final grades in math, science, reading and social science.
- d. Iowa Acceleration Scale: The IAS is an objective guide for considering an individual child for academic acceleration. The IAS requires assessment information (test and other data) and utilizes a child-study team format to come to agreement on a series of assessment questions related to the child's motivation, school attendance, relationships with teachers and peers, and more.
  - i. School Factors – The child-study team will evaluate the school factors to assess the student's likelihood of success in an accelerated program.
  - ii. Screening – An independent academic assessment billed to the parent or legal guardian unless the student qualifies for a fee waiver.

#### **V. GENERAL PROCESS FOR ACCELERATED PLACEMENT APPLICATIONS**

The general process for accelerated placements will consist of a referral, an application, an assessment, and a decision. Parents or legal guardians seeking early entrance or accelerated placements must refer their children in accordance with the requirements and deadlines specified in the Accelerated Placement Guidelines. Parents or legal guardians may also apply for accelerated placement programs at a magnet or selective enrollment schools in accordance with the Accelerated Placement Guidelines.

Notification of the decision for accelerated placement will be made by the school to the parents or legal guardians in accordance with the Accelerated Placement Guidelines.

Students who qualify for early entrance and accelerated placement will receive those placements at their school. In addition, students who qualify for accelerated placement will receive a written transition plan to facilitate the accelerated placement.

#### **VI. CRITERIA FOR QUALIFYING FOR DIFFERENT ACCELERATED PLACEMENTS**

The Chicago Public Schools operates different accelerated placement options for its elementary school students at the students' elementary school provided the students meet the criteria for qualifying:

- a. **Early Entrance** – Generally, to enroll in kindergarten and first grade, a child must satisfy the age eligibility requirements specified in Board Rule 6-2. However, parents may seek early entrance into kindergarten or first grade for children who qualify.
  - 1. **Early Entrance to Kindergarten** is the admission of a child to kindergarten who will not be five years old by September 1<sup>st</sup> of that school year but will reach the age five years old on or before December 31<sup>st</sup>.

As noted in the Accelerated Placement Guidelines, a child will qualify for early entrance to kindergarten (1) upon satisfactory evidence that the child had a full year of preschool (2) scored in the top percentile of developmental survey and (3) successful completion of the academic and cognitive test.
- 2. **Early Entrance to First Grade** is the admission of a student to first grade who will not yet be six years old by September 1<sup>st</sup> of that school year but will reach the age of six years old on or before December 31<sup>st</sup> and who has not completed kindergarten at a public school.

The child will qualify for early entrance to first grade upon satisfactory evidence that the child (1) attended a nonpublic preschool and continued their education at that school through kindergarten, (2) was taught in kindergarten by an appropriately certified teacher and (3) was assessed to be ready for first grade.

Students who are younger than six upon starting first grade but who were admitted early entrance to kindergarten do not need to be reevaluated prior to admission to first grade.

- b. **Acceleration** – While all schools are encouraged to use accelerated reading or math groupings within a grade level, parents or legal guardians may seek subject or whole grade acceleration at a higher grade level than is typical for the age of a student. Students who demonstrate high ability are assessed for accelerated placements based on the use of multiple valid, reliable indicators.
  - 1. **Single subject acceleration** is the admission of assigning a student in 3<sup>rd</sup> through 7<sup>th</sup> grade to math or reading at a higher grade level than is typical, given the student's age, for the purpose of providing access to appropriately challenging learning opportunities.

Students will qualify for single subject acceleration for the next grade level upon meeting the pre-qualifications, school factors, and screening:

- i. Pre-qualifications:
    - a. In the previous year, student performs in the "Exceeds" test category on the IAR or state assessment in the subject in which acceleration is sought;
    - b. Student performs in the 95-99 percentile for two (2) consecutive NWEA MAP or district assessment tests in the subject in which acceleration is sought; and
    - c. Student achieves a 4.0 grade point average in the subject in which acceleration is sought.
  - ii. School factors: School personnel conducts a final assessment on school factors such as: (1) school and academic; and (2) interpersonal skills; and must score in the range designated in the Accelerated Placement Guidelines.
  - iii. Screening: If a student meets the prequalification criteria and school factors criteria and parents wish to pursue single subject acceleration, the student will be given an achievement test and must score at least one grade level above in the subject in which acceleration is sought.
2. **Whole grade acceleration** is the admission of assigning a student in 3<sup>rd</sup> through 6<sup>th</sup> grade to a higher grade level than is typical, given the student's age, on a full-time basis for the purpose of providing access to appropriately challenging learning opportunities.

Students will qualify for whole grade acceleration for the next grade level upon meeting the pre-qualifications, school factors, and screening:

- i. Pre-qualifications:
  - a. In the previous year, student performs in the "Exceeds" test category on the IAR or state assessment in both reading and math;
  - b. Student performs in the 95-99 percentile for two (2) consecutive NWEA MAP or district assessment tests in both reading and math; and
  - c. Student achieves between 3.75 and 4.0 grade point average in final grades in the core areas of reading, math, science, and social studies.
- ii. School factors: School personnel conducts a final assessment on school factors such as: (1) school and academic; (2) developmental; (3) interpersonal skills; and (4) attitude and support, and must score in the range designated in the Accelerated Placement Guidelines.
- iii. Screening: If a student meets the prequalification and the school factors criteria and parents wish to pursue whole grade acceleration, the student will be assessed using a battery of achievement tests and must score at least two grade levels above current grade level.

## VII. CONTINUATION OF ACCELERATED PLACEMENT

Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted into an accelerated placement, that student may remain in the accelerated placement until completion of elementary school; provided that remaining in the accelerated placement does not adversely affect the student's social, emotional, and/or academic well-being.

## VIII. AUTHORIZATION TO ISSUE PROCEDURES AND GUIDELINES

The CEO or designee is authorized to establish application procedures and requirements as necessary to effectively administer applications for accelerated placements and to establish an appeals process. The CEO or designee may also issue revised or updated procedures, rules and guidelines as necessary for effective implementation of the requirements of this policy.

LEGAL REFERENCES: 105 ILCS 5/14A-32.

**Vice President Revuluri moved and Board Member Truss second the motion to adopt Board Report 19-0626-PO3.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 6**

**Nays: None**

**Board Member Meléndez abstained on Board Report 19-0626-PO3.**

**President del Valle thereupon declared Board Report 19-0626-PO3 adopted.**

**The Secretary presented the following Statement for the Public Record:**

**Mr. President we will now proceed with a separate vote on PO4 entitled Adopt Annual Revisions to the Student Code of Conduct Effective September 3, 2019.**

**19-0626-PO4**

**ADOPT ANNUAL REVISIONS TO THE STUDENT CODE OF CONDUCT  
EFFECTIVE SEPTEMBER 3, 2019**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board adopt the annual revisions to the Student Code of Conduct ("SCC") including the CPS Anti-Bullying Policy, effective September 3, 2019, which is attached hereto.

**DESCRIPTION:** Modifications from the previous year's Student Code of Conduct are summarized below:

1. **Vaporizer Devices:** Added to Section 2-7 for possession or use of vaporizer devices containing tobacco or nicotine substances and to Section 4-14 for possession or use of vaporizer devices containing controlled or unknown substances to provide specific guidance to schools.
2. **Alcohol and Drug Use or Possession:**
  - A. The use or possession of drugs, controlled substances, or any substance used for the purpose of intoxication, previously captured in Section 5-17, has been moved to Section 4-14 to reflect the City's path toward the decriminalization of marijuana use and possession and to shift focus to therapeutic responses for drug use. Section 5-17 is now left intentionally blank.
  - B. Section 5-18, for repeated Section 4-14 behaviors, has been left intentionally blank in order to shift focus to therapeutic responses for repeated alcohol and drug use. Section 5-18 is now left intentionally blank.
3. **Consensual Sexual Acts:** Moved from Section 5-16 to Section 4-16 to reflect the difference in safety concerns between consensual sexual acts and non-consensual acts. Section 5-16 is now left intentionally blank.
4. **Sexual Misconduct:**
  - A. Sections 5-4, 5-7, 5-9, and 6-7 have been updated to include more specific definitions for sexual misconduct, in line with the Office of Student Protections and Title IX guidance.
  - B. Section 5-4 has been expanded to include dating violence.
  - C. Section 3-11 has been updated to include the unauthorized distribution of recordings that are not sexual in nature.
  - D. The Dating Violence Statement has been updated to include additional troublesome conduct.
5. **Office of Student Protections and Title IX Hotline:** The phone number for the Office of Student Protections and Title IX has been added throughout the policy.
6. **Anti-Bullying Policy:**
  - A. Updated the Scope of the Anti-Bullying Policy to align with the Scope of the Non-Discrimination Policy.
  - B. Clarified the definition of Restorative Practices to describe how they can be impactful as an intervention.
  - C. Updated the information for submitting an appeal of a bullying investigation to replace the EOCO as the contact for appeals with the Office of Student Protections and Title IX.
7. **Police Notification:** Updated the section numbers under "Possible Violations of Criminal Law" and "Violations of Criminal Law" to reflect the code changes to Sections 4-14, 5-17, 5-18, and 6-7.

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**STUDENT CODE OF CONDUCT**  
**Effective September 3, 2019**

**PURPOSE**

The Chicago Public Schools (CPS) Student Code of Conduct (SCC) supports our schools in maintaining safe, nurturing, participatory and productive learning environments. In order to maximize learning time and promote positive behaviors, every school must establish multi-tiered systems of support for students' social, emotional and behavioral needs. This includes developing clear expectations, teaching social-emotional competencies, and fostering positive relationships among all members of the school community. Chicago Public Schools is committed to an instructive, corrective, and restorative approach to behavior. If behavior incidents arise that threaten student and staff safety or severely disrupt the educational process, the response should minimize the impact of the incident, repair harm, and address the underlying needs behind student behaviors. In accordance with the SCC, all disciplinary responses must be applied respectfully, fairly, consistently, and protect students' rights to instructional time whenever possible.

A safe, welcoming, and productive school requires the support of all staff, students, and families.

**RIGHTS AND RESPONSIBILITIES**

**Student Rights**

- To receive a free high-quality public education
- To be safe at school
- To be treated fairly, courteously, and respectfully
- To bring complaints or concerns to the school principal or staff for resolution
- To tell his/her side of the story before receiving a consequence
- To be told the reason(s) for any disciplinary action verbally and in writing
- To be given information about appealing disciplinary actions
- To express opinions, support causes, assemble to discuss issues, and engage in peaceful and responsible demonstrations

**Student Responsibilities**

- To read and become familiar with this policy
- To attend school daily, prepare for class, and complete class and homework assignments to the best of his/her ability
- To know and follow school rules and instructions given by the school principal, teachers, and other staff
- To tell school staff about any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community
- To bring to school only those materials that are allowed
- To treat everyone in the school community with respect
- To respect school property, community property, and the property of others

**Parent/Guardian Rights**

- To be actively involved in their child's education
- To be treated fairly and respectfully by the school principal, teachers, and other staff
- To access information about the Chicago Board of Education (Board) policies and procedures
- To be notified promptly if their child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned
- To appeal disciplinary actions taken
- To receive information about their child's academic and behavioral progress

**Parent/Guardian Responsibilities**

- To read and become familiar with this policy
- To make sure their child attends school regularly, on time, and to notify the school before the school day begins if their child is absent
- To give the school accurate and current contact information

- To tell school officials about any concerns or complaints respectfully and in a timely manner
- To work with the school principal, teachers, and other staff to address any academic or behavioral concerns regarding their child
- To talk with their child about the behavior expected in school
- To support their child's learning and school activities at home
- To be respectful and courteous to staff, other parents, guardians, and students
- To respect other students' privacy rights

**School Staff Rights**

- To work in a safe and orderly environment
- To be treated courteously and respectfully
- To bring complaints or concerns to school administration, Network and District offices
- To receive supportive professional development and resources

**School Staff Responsibilities**

- To explicitly teach, re-teach and model clear behavioral expectations to all students
- To actively supervise all areas of the school building and use positive strategies to redirect behavior
- To provide engaging learning activities that minimize opportunities for disruption
- To intervene early and de-escalate inappropriate behaviors
- To identify and respond effectively to students' social, emotional, and/or behavioral health needs, including referring students for additional support when necessary
- To treat everyone in the school community fairly and with respect
- For administrators to review the circumstances surrounding each situation and exercise their discretion to assign interventions/consequences in the best interest of the school community
- For administrators to apply the SCC accurately, consistently, and in a non-discriminatory manner, including providing students with opportunities to respond, notifying parent/guardians when disciplinary action is taken, and recording all disciplinary action in the District student information system

**Chief Executive Officer or Designee Responsibilities**

- To monitor the implementation of prevention strategies and the safety and security program in each school
- To systematically monitor and publish suspension, expulsion, and other disciplinary data disaggregated by race/ethnicity, sex, limited English proficiency, and disability
- To prepare recommendations for improving school discipline
- To create guidelines for effective school discipline
- To establish procedures for reciprocal reporting with the Chicago Police Department

## GENERAL REQUIREMENTS

The SCC applies to students at all times during the school day, while on school property, while traveling to and from school, at any school-related event, on any vehicle funded by CPS (such as a school bus), and while using the CPS network.<sup>1</sup>

The SCC also applies to student behavior outside of school if: (1) a student engages in a Group 5 or 6 behavior, and (2) the behavior disrupts or may disrupt the educational process or orderly operation of the school. This includes seriously inappropriate behavior on social networking websites that disrupts or may disrupt the educational process or orderly operation of the school.

To address inappropriate behavior, school administrators must comply with the *Guidelines for Effective Discipline* which shall be issued by the Office of Social & Emotional Learning. At a minimum, a principal or his/her designee must:

- 1) **Redirect to correct behavior.** All adults should redirect students to correct inappropriate behavior and minimize the likelihood of the behavior escalating or recurring.
- 2) **Intervene** to minimize escalation, disruption, resolve conflict, and as necessary to keep students and staff safe. If a student has been injured, make every reasonable effort to immediately notify the parents/guardians.
- 3) **Gather information** by talking to all involved students, teachers, school staff, or others who witness the incident. When student misbehavior is reported to the school principal or designee, an investigation must begin no later than the next school day; however, if student safety is at risk, investigations must begin immediately.
  - a) If there is an allegation of sexual misconduct, including but not limited, sexual harassment, sexual bullying, sexual assault, dating violence, or discrimination related to sex, sexual orientation, gender identity, or gender expression, contact the Office of Student Protections and Title IX ("OSP") immediately for support in following the remaining steps. OSP can be reached at (773) 535-4400.
  - b) If a search of the student, his/her locker, desk, or personal belongings needs to be conducted, follow the Board's Search and Seizure Policy (<http://policy.cps.edu/download.aspx?ID=190>). Identify factors that may have contributed to the incident and seek to understand the full context.
- 4) **Analyze** whether the student's alleged behavior falls within the SCC using the information gathered. If so, determine the Group level of disruption caused by the inappropriate behavior, identify the inappropriate behavior listed, and consider the range of possible interventions and consequences.
- 5) **Discuss** with the student and provide the opportunity to explain his/her perspective.
  - a) Inform the student of the inappropriate behavior s/he may have exhibited, the applicable SCC behavior category, and the range of possible interventions and consequences.
  - b) Allow the student to respond and explain his/her actions. Ask the student to explain what happened from his/her perspective and reflect on his/her actions.
  - c) Seek to understand the root cause of the behavior, including trauma or unmet social, emotional or behavioral health needs.
  - d) Make reasonable efforts to contact the parents/guardians and discuss the incident with them before assigning interventions and consequences.
  - e) No student shall be sent home before the end of the school day unless the school has established contact with the student's parent/guardian and provided written notice of a suspension.
- 6) **Make a determination and consider the needs of all parties involved.**
  - a) Determine whether it is more likely than not that the student engaged in the identified SCC inappropriate behavior and the intervention or consequence most likely to address the cause of the behavior.
  - b) Identify the social, emotional, and/or safety needs of the affected student(s) and provide appropriate supports and follow up.

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<sup>1</sup> The CPS network means systems, computer resources, and infrastructure used to transmit, store, and review data or communicate over an electronic medium and includes, but is not limited to, the E-mail system(s), collaboration systems, databases, hardware, telecommunication devices, information systems, internet service, distance learning tools, the CPS intranet system or CPS mainframe systems, whether owned or contracted by the Board or otherwise used for school purposes. Students are subject to the requirements in the Policy on Student Acceptable Use of the CPS Network (<http://policy.cps.edu/download.aspx?ID=203>).

- 7) **Assign interventions or consequences** according to the SCC.
    - a) Identify the intervention(s) or consequence(s) most likely to address the cause of the behavior including social, emotional or trauma-related needs, repair harm, and prevent repeat behaviors.
    - b) The principal or designee has the final authority to assign interventions and consequences based on-the best interest of the school community, including available school resources, and the needs and rights of any all involved students or staff harmed, and the rights of the student engaged in inappropriate behavior, in alignment with the SCC.
    - c) Follow the special procedures contained in the Procedural Safeguards section for students with disabilities and students with Section 504 Plans.
    - d) Avoid consequences that will remove the student from class or school, if possible. Use out-of-school suspensions only as a last resort in accordance with the suspension guidelines on page 7.
    - e) Note that CPS does not support the use of zero tolerance policies that require school staff to suspend or expel students for certain behaviors except if required by law. This means out-of-school suspensions cannot be a minimum or required consequence unless required by law.
    - f) If a student is suspended, the principal or his/her designee may choose to give the student a combination of out-of-school and skill-building in-school suspension days. The out-of-school suspension must be served first and the combined total of out-of-school and in-school suspension days must not exceed the limits available for each Group level.
    - g) School staff members must not use public disciplinary techniques and must respond to inappropriate student behavior as confidentially as possible.
    - h) No restrictions may be placed on food options or recess activities as a behavior consequence. Silent group lunches are expressly prohibited.
  - 8) **Complete report** in the District student information system for all inappropriate behaviors under the SCC. Hand-deliver to the parents/guardians or mail a copy of the misconduct report to the student's home address.
  - 9) **Inform parents/guardians of their right to appeal** if they believe that the consequence is unwarranted or excessive.
    - a) The parents/guardians have the right to ask the principal to review the consequence assigned and to reconsider the decision.
    - b) If a student has received an out-of-school suspension or referred for an expulsion hearing, the parents/guardians may appeal by contacting the Department of Student Adjudication at (773) 553-2249, studentadjudication@cps.edu, or the Network Chief of Schools ("Network Chief") or his/her designee (contact information available at www.cps.edu/Networks). For District schools that do not have Network oversight, appeals may be made to the Office of Network Support or designee. The Network Chief or designee will review the appeal and determine:
      - whether any factual errors were made in the principal's investigation,
      - whether the documentation of the student's behavior aligns to the recorded SCC behavior category,
      - whether prior interventions were attempted when appropriate,
      - whether the length of the suspension was commensurate with the student's inappropriate behavior, and
      - in the case of a request for an expulsion hearing, whether the request was appropriate.

The Network Chief or designee's decision shall be final. The term of a student's suspension or request for an expulsion hearing is not halted by the parents/guardians' appeal.
  - c) If a student has been expelled and referred to a SAFE Schools Alternative Program, the parents/guardians may appeal the final determination in writing and send additional evidence not available at the time of the expulsion hearing to the Chief Education Officer's designee. The decision of the CEdO or designee regarding the appeal shall be final. The start of a student's expulsion is not delayed by the parents/guardians' appeal.
- 10) **Restore** the student's participation in the school community.
    - a) If the student received an out-of-school suspension for three (3) or more days, the principal or designee must develop a plan to support the student's transition back into the school community, including strategies for preventing future behavior incidents, restoring relationships, and addressing

- the student's ongoing social, emotional, and academic needs, with input from the student and parents/guardians. For more information, see *Guidelines for Effective Discipline*.
- b) When a student is set to return from an expulsion and has been attending the Safe Schools Alternative Program, school administrators must attend a transition meeting, which should include the student, parents/guardians, and alternative school staff members, to discuss the student's return and prepare for a successful transition.

### **SUSPENSION GUIDELINES**

Students in grades pre-kindergarten through second may NOT be assigned in-school or out-of-school suspensions. If a student in pre-kindergarten through second grade exhibits behavior that presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff, the Network Chief or designee may grant an exception and assign an emergency one-day in-school or out-of-school suspension after the student's parent/guardian has been notified. During the suspension, the principal or designee must develop a plan addressing the safety of students/staff and including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs.

#### **Skill-Building In-School Suspension**

A skill-building in-school suspension is the removal of a student from his/her regular educational schedule for more than 60 minutes of the school day to an alternative supervised setting inside the school building to engage in structured activities that develop academic, social, emotional, and/or behavioral skills.

A student in grades third through twelfth may be assigned a skill-building in-school suspension if:

1. Skill-building in-school suspension is listed as an available consequence for the SCC behavior category, and
2. The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
3. A copy of the misconduct report (generated in the District student information system) was provided to the student's parents/guardians.

#### **Out-of-School Suspension**

An out-of-school suspension is the removal of the student from class attendance or school attendance. When a student is removed from school in response to an inappropriate behavior, the removal counts as the first day of an out-of-school suspension.

A student in grades third through twelfth may be assigned an out-of-school suspension if:

1. Out-of-school suspension is listed as an available consequence for the SCC behavior category, and
2. The principal or designee determines that the student's attendance at school presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff and this threat is documented in the District student information system, or
3. The principal or designee determines that the student's behavior has caused chronic or extreme interruption to other students' participation in school activities and prior interventions have been utilized and documented in the District student information system, and
4. The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
5. A copy of the misconduct report (generated in the District student information system) was provided to the student's parents/guardians.

A student serving out-of-school suspension is not allowed to come onto school property, participate in extracurricular activities, or attend school-sponsored events. A student may be considered trespassing if he or she comes onto school grounds while suspended out of school.

Out-of-school suspensions are excused absences. The principal must ensure that a student serving suspension is able to obtain homework, and upon the student's return, provided with the opportunity to make up any quizzes, tests, special projects, or final exams given during the period of suspension.

A student serving suspension must be allowed to take state assessments at school and may participate in test preparation activities with Network Chief approval. The student's attendance will still be marked as suspended. The Network Chief must approve any other exception to the out-of-school suspension guidelines. If approved by the CEO's designee, a student suspended for more than three (3) days may be required to attend a District-sponsored program during the term of suspension.

## POLICE NOTIFICATION GUIDELINES

School administrators contact the Chicago Police Department (CPD) in two situations: (1) to seek assistance with an emergency situation, or (2) to notify law enforcement of a criminal act.

### **Emergency**

School administrators have the responsibility to call 9-1-1 in situations they determine to be emergencies.

In an emergency situation, administrators must make reasonable efforts to notify parents/guardians immediately after contacting CPD.

### **Criminal Acts**

When a student engages in illegal activity, it may be necessary for school staff to report the act to CPD. In this situation, school officials contact CPD to report violations of the law. School officials must not contact CPD merely to request removal of a disruptive student from the school in a non-emergency situation.

In a non-emergency situation, administrators must make reasonable efforts to contact parents/guardians prior to contacting CPD.

### **Sexual Misconduct**

If school administrators are made aware of a criminal act of sexual misconduct that is in progress, they must contact CPD. When made aware of an allegation of sexual misconduct, including but not limited, sexual harassment, sexual bullying, sexual assault, dating violence, or discrimination related to sex, sexual orientation, gender, or gender expression, contact the Office of Student Protections and Title IX to assist in assessing whether police notification is needed at the OSP Hotline: (773) 535-4400. DCFS mandatory reporter obligations are separate from reporting to CPD and must always be followed; please consult the Policy on Child Abuse and Neglect if needed.

The inappropriate behaviors that are clear violations of criminal law are identified in the next section with an asterisk (\*) before the specific inappropriate behavior. The inappropriate behaviors that may be violations of criminal law are identified in the next section with a double asterisk (\*\*) before the specific inappropriate behavior.

School officials must assess the situation before determining whether or not to contact CPD to report a criminal act. School officials should consider factors including:

- Whether the student distributed or was in possession of illegal drugs, narcotics, controlled substances, or "look-alikes" of such substances. If so, CPD must be notified.
- Whether the student was in possession of a firearm.<sup>2</sup> If so, CPD must be notified.
- The severity of the criminal violation and the degree of harm to the school community,
- Whether a person was physically injured as a result of the student's conduct,
- Whether the student presents an imminent danger to the health, safety, or welfare of others, and
- The student's age. For a student in fifth (5<sup>th</sup>) grade or below, school staff must consult with the Law Department (773 553-1700) prior to reporting the act to CPD.

Once school staff members contact CPD, the responding police officers ultimately will determine whether or not to investigate, arrest, and/or take any other steps in response. School principals and staff do not have the authority to decide whether a student will be arrested. Moreover, responding police officers do not have the authority to decide whether a student will receive interventions or consequences at school. The school principal will use the SCC to determine the appropriate intervention(s) and/or consequence(s) to address a student's behavior.

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<sup>2</sup> See Reference Guide for definition.

Possible Violations of Criminal Law	Violations of Criminal Law
*Consider factors above prior to notifying CPD	*Consider factors above prior to notifying CPD
<ul style="list-style-type: none"> <li>• Gambling (3-2)</li> <li>• Forgery (3-7)</li> <li>• False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified. (4-1)</li> <li>• Extortion (4-2)</li> <li>• Assault (4-3)</li> <li>• Vandalism or criminal damage to property that costs less than \$500 (4-4)</li> <li>• Battery or aiding or abetting in the commission of a battery which does not result in a physical injury (4-5)</li> <li>• Fighting – more than two people and/or involves injury (4-6)</li> <li>• Theft or possession of stolen property that costs less than \$150 (4-7)</li> <li>• Possession, use, sale, or distribution of fireworks (4-8)</li> <li>• Trespassing on CPS property (4-11)</li> <li>• Use of intimidation, credible threats of violence, coercion, or persistent severe bullying (5-4)</li> <li>• Inappropriate sexual conduct (5-7)</li> <li>• Use or possession of alcohol, drugs, controlled substances, "look-alikes" of such substances, contraband (including all vaporizer devices that contain substances for the purposes of intoxication or any unknown substances), or use of any other substance for the purpose of intoxication in or before school or a school-related function. (4-14)</li> </ul>	<ul style="list-style-type: none"> <li>• Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network (4-12)</li> <li>• Aggravated assault (5-1)</li> <li>• Burglary (5-2)</li> <li>• Theft or possession of stolen property that costs more than \$150 (5-3)</li> <li>• Gang activity or overt displays of gang affiliation (5-6)</li> <li>• Engaging in any other illegal behavior which interferes with the school's educational process, including attempt (5-8)</li> <li>• Persistent or severe acts of sexual harassment (5-9)</li> <li>• False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified (5-10)</li> <li>• Battery, or aiding or abetting in the commission of a battery, which results in a physical injury (5-12)</li> <li>• Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others, or hacking into the CPS network to access student records or other unauthorized information, and/or to otherwise circumvent the information security system (5-14)</li> <li>• Vandalism or criminal damage to property that costs more than \$500 or that is done to personal property belonging to any school personnel (5-15)</li> <li>• Participating in a mob action (5-19)</li> <li>• Use, possession, and/or concealment of a firearm/destructive device or other weapon or "look-alikes" of weapons, or use or intent to use any other object to inflict bodily harm (6-1)</li> <li>• Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable (6-2)</li> <li>• Arson (6-3)</li> <li>• Bomb threat (6-4)</li> <li>• Robbery (6-5)</li> <li>• Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" or such substances, contraband, or any other substance used for the purpose of intoxication</li> <li>• Sex acts, and attempted sex acts, that occur without the voluntary participation of one or more parties, that may involve the use of implicit or implied force (6-7)</li> <li>• Aggravated battery, or aiding and abetting in the commission of an aggravated battery (6-8)</li> <li>• Murder (6-9)</li> <li>• Attempted murder (6-10)</li> <li>• Kidnapping (6-11)</li> <li>• Theft or possession of stolen property that costs more than \$1,000 (6-12)</li> </ul>

## STUDENT BEHAVIORS COVERED BY THE SCC

This section identifies the specific inappropriate behaviors for which students will receive interventions and/or consequences. The behaviors are listed in six different groups, according to the degree of disruption to the learning environment.

- Group 1 lists behaviors that are *inappropriate*.
- Group 2 lists behaviors that *disrupt*.
- Group 3 lists behaviors that *seriously disrupt*.
- Group 4 lists behaviors that *very seriously disrupt*.
- Group 5 lists behaviors that *most seriously disrupt*.
- Group 6 lists behaviors that are *illegal and most seriously disrupt*.

***Special Notes:***

**Individual School Rules and Academic Progress**

Individual schools may develop school rules that are consistent with this SCC and may address inappropriate student behaviors not specifically included in this SCC. However, poor academic achievement is not an inappropriate behavior. The SCC and school rules may *not* be used to discipline students for poor academic progress or failure to complete in-class and homework assignments. Instead, struggling students should be considered for academic or behavioral interventions to help them improve. Also, students must *not* be disciplined for the parents/guardians' refusal to consent to the administration of medication.

**Cellular Phones and Other Information Technology Devices<sup>3</sup>**

A principal may allow students to possess cellular phones or other information technology devices by creating a school policy identifying when the items may be authorized, used, and how they must be kept. A principal may also prohibit cellular phones and other information technology devices but allow individual students to possess them for any good cause after considering a written request from a parent/guardian. If a principal denies a parent/guardian's request, the parent may appeal to the Network Chief or his/her designee. Unless approved by the principal, cellular phones and other information technology devices are not allowed at school.

**School Dress Codes and Uniform Policies**

Local School Councils may adopt a dress code policy that forbids students from wearing certain items or a uniform policy that requires students to wear a specific uniform. Dress codes and uniform policies should be gender-neutral. Students who fail to follow a school's dress code or uniform policy may be given detentions or excluded from extracurricular activities, but may not be barred from attending class. A student may receive additional consequences for violating a school's dress code or uniform policy if the student's dress disrupts or may disrupt the educational process. For example, a student may receive a consequence for wearing clothing or accessories that display gang affiliation. This paragraph does not apply to students enrolled in Military Academies or JROTC Programs.

**Military and JROTC Programs**

Board-designated military academies and other JROTC programs may enforce standards of conduct and intervention or consequences that are consistent with the military nature of those schools and programs, in addition to the standards of conduct and intervention or consequences described in this SCC. Students enrolled in a military academy who repeatedly engage in acts of gross misconduct or insubordination (student act that defies a lawful and appropriate direct order of a superior ranked officer, staff member or another student), or who repeatedly fail or refuse to wear the required military uniform, may be subject to administrative transfer by the military academy principal to another school (or in the case of a JROTC program, dismissal from the program). Prior to an administrative transfer, a conference must be held with

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<sup>3</sup> These include, but are not limited to: computers, cellular phones used to exchange or access information, pagers, and personal digital assistants or handheld devices, that are used to access the internet, electronic mail or other information sites and that may or may not be physically connected to the network infrastructure.

the parents/guardians, student, military academy principal, and a designee of the Chief Executive Officer. Students who have been transferred for administrative reasons from any military academy must be accepted by their attendance area school. Students who have been given an administrative transfer to another Chicago public school or expelled from the Chicago Public Schools lose all rank and privileges at the JROTC military academies and must reapply to the JROTC program and the military academies for enrollment. Upon their child's enrollment at a military academy, parents/guardians shall be informed of the uniform policy, expectations of the military academy, and the administrative transfer policy, and shall indicate by signature their agreement to adhere to the terms of these policies.

**Dating Violence Statement**

Any school employee who is notified by a parent, guardian or student, or who reasonably suspects, that a student has been the victim of dating violence shall immediately report that information to the principal/designee. Dating violence is defined as violent, controlling, or intimidating behavior that an individual uses against a current or former dating partner. It can include emotional, physical and sexual abuse, stalking, yelling, harassing, threatening, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy and possessiveness. These allegations or suspicions should be reported to the Office of Student Protections and Title IX immediately. The principal shall ensure that the student victim of dating violence receives appropriate support services in accordance with the Board's Policy on Domestic Violence, Dating Violence and Court Orders of Protection, Restraint or No Contact (<http://policy.cps.edu/download.aspx?ID=43>).

**SCC and Other Laws, Policies, Rules, and Contracts**

The inappropriate behaviors and range of possible consequences and interventions listed in this policy are consistent with the Illinois School Code, Board Rules and Policies, negotiated agreements, and all other applicable state and federal laws.

The SCC applies to CPS contract and performance schools.

CPS charter schools are exempt from local school board policies under Illinois law (105 ILCS 5/27A). Charter schools may choose to adopt the SCC or establish their own discipline policies. Charter schools are not exempt from federal and most state laws, the Individuals with Disabilities Education Act (IDEA) or from federal and state regulations as they pertain to discipline of students with disabilities/impairments. If a charter school establishes its own discipline policy, it must incorporate language from and comply with the guidelines for suspension and expulsion of students with disabilities/impairments outlined in this policy. Charter schools must also comply with policies and procedures established by the Office of Diverse Learner Supports and Services for the discipline of students with disabilities. Students expelled from charter schools should contact the Department of Student Adjudication at (773) 553-2249 for assistance.

Corporal punishment is expressly prohibited. Chicago Board of Education Rule 6-21 states: "No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago."

## GROUP 1

INAPPROPRIATE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
1-1 Running and/or making excessive noise in the hall or building 1-2 Leaving the classroom without permission 1-3 Engaging in any behavior that is disruptive to the orderly process of classroom instruction 1-4 Loitering, or occupying an unauthorized place in the school or on school grounds 1-5 Failing to attend class without a valid excuse 1-6 Persistent tardiness to school or class (3 or more incidents per semester) 1-7 Use of the CPS network for the purpose of accessing non-educational materials, such as games and other inappropriate materials <sup>4</sup> 1-8 Unauthorized use or possession of cellular telephones or other information technology devices	<ul style="list-style-type: none"> <li>◆ Documented Teacher, Student, Parent/Guardian, and/or Administrator Conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence</li> <li>◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)</li> <li>◆ Detention – lunch, before school, after school, or Saturday</li> </ul>

<sup>4</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for one to five days, in addition to any other interventions and consequences listed.

## GROUP 2

DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES <i>(Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)</i>
2-1 Posting or distributing unauthorized written materials on school grounds 2-2 Leaving the school without permission 2-3 Interfering with school authorities and programs through walkouts or sit-ins 2-4 Initiating or participating in any unacceptable minor physical actions 2-5 Failing to abide by school rules and regulations not otherwise listed in the SCC 2-6 Exhibiting or publishing any profane, obscene, indecent, immoral, libelous, or offensive materials, or using such language or gestures 2-7 Possession (physical control over, such as contained in clothing, lockers, or bags) and/or use of tobacco or nicotine products, matches, or cigarette lighters, including vaporizer devices that contain nicotine products or vaporizer components that do not contain substances 2-8 Disregard for the instructions or direction of school personnel causing interruption to other students' participation in school activities 2-9 Failing to provide proper identification 2-10 Unauthorized use of school parking lots or other areas 2-11 Use of the CPS network for the purposes of distributing or downloading non-educational material <sup>5</sup>	<ul style="list-style-type: none"> <li>◆ Documented Teacher, Student, Parent/Guardian, and/or Administrator Conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence</li> <li>◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)</li> <li>◆ Detention – lunch, before school, after school, or Saturday</li> <li>◆ Skill-building in-school suspension up to three days</li> </ul>

<sup>5</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for five to ten days (for first violation) or up to one semester (for second or subsequent violation), in addition to any other interventions and consequences listed.

## GROUP 3

SERIOUSLY DISRUPTIVE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
3-1 Disruptive behavior on the school bus <sup>6</sup> **3-2 Gambling – participating in games of chance or skill for money or things of value 3-3 Fighting <sup>7</sup> – physical contact between two people with intent to harm, but no injuries result 3-4 Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin or immigration status, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability <sup>8</sup> 3-5 Second or more documented violation of a Group 1 or 2 behavior category <sup>9</sup> 3-6 Any behavior not otherwise listed in Groups 1 through 3 of this SCC that seriously disrupts the educational process **3-7 Forgery – false and fraudulent making or altering of a document or the use of such a document 3-8 Plagiarizing, cheating and/or copying the work of another student or other source 3-9 Overt display of gang affiliation <sup>10</sup> 3-10 Bullying behaviors – conduct directed towards a student that can be reasonably predicted to cause fear of physical or mental harm, harm to property, and/or interfere with student's ability to participate in school or school activities (see Anti-Bullying Policy for full definition before assigning an intervention or consequence) <sup>11</sup>	<ul style="list-style-type: none"> <li>◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence</li> <li>◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)</li> <li>◆ Detention – lunch, before school, after school, or Saturday</li> <li>◆ Skill-building in-school suspension up to three days</li> </ul> <p><b>ADDITIONAL CONSEQUENCES AVAILABLE FOR REPEATED GROUP 3 INAPPROPRIATE BEHAVIOR</b></p> <ul style="list-style-type: none"> <li>◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days <ul style="list-style-type: none"> <li>&gt; Out-of-school suspensions assigned to repeated 3-06 behavior must be approved by the Network Chief or designee. For District schools that do not have Network oversight, appeals may be made to the Office of Network Support.</li> <li>&gt; Out-of-school suspensions of three days or less may be used <b>only</b> if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities.</li> </ul> </li> </ul>	

<sup>6</sup> Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

In addition to other disciplinary actions, a student who engages in disruptive behavior on the school bus may be subject to suspension from bus service for a period to be determined by the school principal with review by the Chief Executive Officer or designee.

<sup>7</sup> It is not an act of misconduct to defend oneself as provided by the law.<sup>8</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.<sup>9</sup> For example, a student's first time failing to provide proper identification would be recorded as a 2-9 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's second time failing to provide proper identification would be recorded as a 3-5 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's third time failing to provide proper identification would be recorded as a 3-5 behavior category, repeated Group 3 inappropriate behavior, and available consequences would include skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days.<sup>10</sup> A gang is any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity. Gang activity means any act (e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion) performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying gang signs, symbols, and signals) that signifies or exhibits affiliation with a gang. Gang activity and overt displays of gang affiliation can be implied from the character of the acts and the circumstances surrounding the misconduct. Repeated violations of Behavior 3-9 of the SCC may result in a referral for an expulsion hearing and should be submitted as Behavior 5-6.<sup>11</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

3-11	Use of cellular telephones or other information technology device to harass, incite violence, or interrupt other students' participation in school activities, including use of device to record others without permission or unauthorized distribution of recordings which are not sexual in nature <sup>12</sup> <sup>13</sup>	
3-12	Inappropriately wearing any JROTC or Military Academy Uniform on or off school grounds	
3-13	Use of the CPS network for a seriously disruptive purpose not otherwise listed in this SCC <sup>14</sup>	

<sup>12</sup> Students may be suspended from CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.

<sup>13</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

<sup>14</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.

## GROUP 4

VERY SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
**4-1 False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified	◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence
**4-2 Extortion – obtaining money or information from another by coercion or intimidation	◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i> )
**4-3 Assault <sup>15</sup> – an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery	◆ Detention – lunch, before school, after school, or Saturday
**4-4 Vandalism (willful or malicious destruction or defacing of the property of others) or criminal damage to property at a cost less than \$500	◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days
**4-5 Battery (unwanted bodily contact with another person without legal justification) or aiding or abetting in the commission of a battery which does not result in a physical injury	➤ Out-of-school suspensions assigned to 4-9 behavior must be approved by the Network Chief or designee. For District schools that do not have Network oversight, appeals may be made to the Office of Network Support.
**4-6 Fighting <sup>16</sup> – physical contact between more than two people with intent to harm, or physical contact between two people with intent to harm that results in injury	➤ Out-of-school suspensions of three days or less may be used <i>only</i> if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities
**4-7 Theft (unauthorized control over the physical property of another) or possession (physical control over, such as contained in clothing, lockers or bags) of stolen property that costs less than \$150	
**4-8 Possession, use, sale, or distribution of fireworks	
4-9 Any behavior not otherwise listed in Groups 1 through 4 of this SCC that very seriously disrupts the educational process	
4-10 [this code intentionally left blank]	
**4-11 Trespassing on CPS property – entering CPS property when previously prohibited or remaining on school grounds after receiving a request to depart	
*4-12 Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network <sup>17</sup>	
4-13 Possession of any dangerous object as defined by this SCC, first documented behavior (see Reference Guide) <sup>18</sup>	
**4-14 Use or possession of alcohol, drugs, controlled substances, "look-alikes" of such substances, contraband (including all devices that contain	

<sup>15</sup>. Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.<sup>16</sup>. Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

An assault may be committed without actually touching, striking or injuring the victim.

<sup>17</sup>. It is not an act of misconduct to defend oneself as provided by the law.<sup>18</sup>. Students may be suspended from CPS network privileges for improper use of the CPS network for up to one year, in addition to any other interventions and consequences listed.<sup>19</sup>. Second or repeated violations of Behavior 4-13 may result in a request for an expulsion hearing and must be submitted as Behavior 5-11.

	substances for the purposes of intoxication or any unknown substances), or use of any other substance for the purpose of intoxication in or before school or a school-related function.	
4-15	Initiating or participating in inappropriate physical contact with school personnel, such as pushing school personnel out of the way in order to physically fight with another student, with no intent to harm school personnel	
4-16	Voluntary sex acts that occur on CPS property or during CPS-sponsored activities. This includes any voluntary action that includes genital contact, including fondling, digital penetration, sexual intercourse, and oral sex. <sup>19</sup>	

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<sup>19</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

## GROUP 5

MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
*5-1 Aggravated assault – assault <sup>20</sup> with a deadly weapon or done by a person who conceals his/her identity, or any assault against school personnel	◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence
*5-2 Burglary – knowingly and without authority entering or remaining in a building or vehicle with intent to commit a felony or theft therein	◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i> )
*5-3 Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$150	◆ Detention – lunch, before school, after school, or Saturday
**5-4 Use of intimidation, credible threats of violence, coercion, stalking, or persistent severe bullying and/or dating violence <sup>21</sup> . Intimidation is behavior that prevents or discourages another student from exercising his/her right to education, or using force against students, school personnel and school visitors. For severe bullying, see the Anti-Bullying Policy before assigning an intervention or consequence. <sup>22</sup>	◆ Request for assignment to an intervention program by the Chief Executive Officer or designee ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for up to five days. <sup>23</sup> When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs.
5-5 [this code intentionally left blank]	> Out-of-school suspensions of three days or less may be used <i>only</i> if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities.
*5-6 Gang activity or overt displays of gang affiliation <sup>24</sup>	> Out-of-school suspensions of longer than three days may be used <i>only</i> if other appropriate and available behavioral and disciplinary
**5-7 Inappropriate sexual conduct, including unwelcome sexual contact, indecent exposure, and creating and/or transmitting sexually suggestive images and recordings through any device or medium without the permission of persons represented <sup>24</sup>	
*5-8 Engaging in or attempting any illegal behavior which interferes with the school's educational process	
*5-9 Persistent or severe acts of sexual harassment – unwelcome sexual or gender-based conduct (either physical, verbal, or electronic), or retaliation against any person for having made a complaint or report of sexual misconduct, which is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from the educational program or which creates a hostile or abusive school environment <sup>25</sup>	

<sup>20</sup> Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

<sup>21</sup> Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

An *assault* is an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery. An assault may be committed without actually touching, striking or injuring the victim.

<sup>22</sup> Dating violence is defined as violent, controlling, or intimidating behavior that an individual uses against a current or former dating partner. It can include emotional, physical and sexual abuse, stalking, yelling, harassing, threatening, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy and possessiveness.

<sup>23</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

<sup>24</sup> A gang is any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity. Gang activity means any act (e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion) performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying gang signs, symbols, and signals) that signifies or exhibits affiliation with a gang. Gang activity and overt displays of gang affiliation can be implied from the character of the acts and the circumstances surrounding the misconduct. Consider referring students who commit 5-6 behaviors to a gang intervention program at a community based organization.

<sup>25</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

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*5-10	False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified	
5-11	Second or repeated violation of Behavior 4-13, possession of any dangerous object as defined by this SCC	
*5-12	Battery, or aiding or abetting in the commission of a battery, which results in a physical injury. Battery means unwanted bodily contact with another person without legal justification. <sup>26</sup>	
5-13	[this code intentionally left blank]	
*5-14	Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others. Or, hacking (intentionally gaining access by illegal means or without authorization) into the CPS network to access student records or other unauthorized information, or to otherwise circumvent the information security system <sup>2728</sup>	<p>interventions have been exhausted and the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school.</p> <ul style="list-style-type: none"> <li>◆ The principal may request an expulsion hearing at his/her discretion</li> <li>◆ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges for up to two years</li> </ul>
*5-15	Vandalism (willful or malicious destruction or defacing of property) or criminal damage to property that results in damage exceeding \$500 or that is done to personal property belonging to any school personnel	
5-16	[this code intentionally left blank]	
5-17	[this code intentionally left blank]	
5-18	[this code intentionally left blank]	
*5-19	Participating in a mob action – a large or disorderly group of students using force to cause injury to a person or property, or persisting in severe disruption after being directed to cease by school personnel or Police	

<sup>26</sup> It is not an act of misconduct to defend oneself as provided by the law.

<sup>27</sup> A student may be disciplined for circumventing the information security system regardless of the student's intent.

<sup>28</sup> Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

## GROUP 6

ILLEGAL AND MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
*6-1 Use, possession, and/or concealment of a firearm <sup>30</sup> /destructive device or other weapon <sup>31</sup> or "look-alikes" of weapons as defined in the Reference Guide, or use or intent to use any other object to inflict bodily harm	◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence
*6-2 Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable <sup>32</sup>	◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i> )
*6-3 Arson – knowingly damaging, by means of fire or explosive, a building and/or the personal property of others	◆ Detention – lunch, before school, after school, or Saturday
*6-4 Bomb threat – false indication that a bomb, or other explosive of any nature, is concealed in a place that would endanger human life if activated	◆ Request for assignment to an intervention program by the Chief Executive Officer or designee
*6-5 Robbery – taking personal property in the possession of another by use of force or by threatening the imminent use of force	◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for up to five days. <sup>37</sup> A student may be suspended for up to ten days with written justification submitted for approval in the District student information system. When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs.
*6-6 Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" <sup>33</sup> of such substances, contraband, <sup>34</sup> or any other substance used for the purpose of intoxication <sup>35</sup>	> Out-of-school suspensions of three days or less may be used only if the student's continuing presence in school would pose a threat to school safety or a disruption to other students' learning opportunities.
*6-7 Sex acts, and attempted sex acts, that occur without the voluntary participation of one or more parties, that may involve the use of implicit or implied force. This is unwelcome oral, anal or vaginal penetration. Sexual violence occurs when a reasonable person knew or should have known that the victim did not or could not engage in the sex act voluntarily <sup>36</sup>	> Out-of-school suspensions longer than three days may be used only if other appropriate and available behavioral and disciplinary interventions have been exhausted and the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school.
*6-8 Aggravated battery (battery that causes great harm, is done with a deadly weapon, is done by a person who conceals his/her identity, or the use of physical force against school personnel) or aiding	

30. Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

The term "firearm/destructive device" as defined in 18 U.S.C. Section 921 includes, but is not limited to, handguns, rifles, automatic weapons, bombs, or other incendiary devices and parts thereof.

31. Weapons include any object that is commonly used to inflict bodily harm, and/or an object that is used or intended to be used in a manner that may inflict bodily harm, even though its normal use is not as a weapon.

32. A network is considered inoperable when it is unable to perform at the level of functionality intended by its maintainers.

33. "Look-alike" means any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

34. Contraband means any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board or any individual school.

35. It may be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances. Consider referring students who violate behavior 6-6 for substance abuse prevention program or counseling.

36. Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

37. Principals have discretion to suspend a student for fewer than five days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

	and abetting in the commission of an aggravated battery	◆ For students in sixth through twelfth grades, or for any student violating section 6-1, automatic referral to Student Adjudication Review
*6-9	Murder – killing an individual without legal justification	◆ The principal may request an expulsion hearing at his/her discretion
*6-10	Attempted murder – an act that constitutes a substantial step toward intended commission of murder	◆ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges indefinitely
*6-11	Kidnapping – secret confinement of another against his/her will or transportation of another by force or deceit from one place to another with the intent to secretly confine	
*6-12	Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$1,000	

## ANTI-BULLYING POLICY

### **Purpose**

The Illinois General Assembly has found that a safe and civil school environment is necessary for students to learn and achieve and that bullying causes physical, psychological, and emotional harm to students and interferes with their ability to learn and participate in school activities. Bullying has been linked to other forms of antisocial behavior, such as vandalism, shoplifting, skipping and dropping out of school, fighting, using drugs and alcohol, sexual harassment, and violence. It is the goal of the Chicago Board of Education ("Board") to create a learning environment in all its school communities where all students feel safe and supported, are protected from bullying, and are able to succeed academically and develop socially and emotionally into responsible, caring individuals.

The Board asks every Chicago Public School ("CPS") student, with the support of his/her parent(s), guardian(s) and the adults at school, to commit to the following principles, which will apply to everyone on school property and at school-related activities:

- I will not bully others.
- I will try to help anyone I suspect is being bullied.
- I will work to include students who are left out.
- If someone is being bullied, I will tell an adult at school and an adult at home.

### **Scope**

Bullying is contrary to Illinois law and this Policy is consistent with the Illinois School Code. This Policy protects CPS students against bullying and harassment on the basis of actual or perceived race or ethnicity, color, religion, sex, national origin or immigration status, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), genetic information, unfavorable discharge from military service, political belief or affiliation, or on the basis of a person's association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic. The Board recognizes the particular vulnerability of students with actual or perceived disabilities and those who identify as or are perceived to be lesbian, gay, bisexual or transgender. Nothing in this Policy is intended to infringe upon any expression protected by the First Amendment to the United States Constitution or Section 3 of Article I of the Illinois Constitution.

This Policy is based on the engagement of a range of school stakeholders, including students and parents/guardians. The Board or its designee will re-evaluate this Policy every two (2) years based on an assessment of its outcomes and effectiveness, including, but not limited to, factors such as the frequency of victimization; student, staff and family observations of safety at school; identification of areas of a school where bullying occurs; the types of bullying utilized; and bystander intervention or participation. The information developed will be made available on the District's website.

### **Bullying and harassment are prohibited:**

- (1) during any school-sponsored or school-sanctioned program or activity;
- (2) in school, on school property, on school buses or other Board-provided transportation, and at designated locations for students to wait for buses and other Board-provided transportation ("bus stops");
- (3) through the transmission of information from a CPS computer or computer network, or other electronic school equipment;
- (4) when communicated through any electronic technology or personal electronic device while on school property, on school buses or other Board-provided transportation, at bus stops, and at school-sponsored or school-sanctioned events or activities;
- (5) when it is conveyed that a threat will be carried out in a school setting, including threats made outside school hours with intent to carry them out during any school-related or sponsored program or activity or on Board-provided transportation;
- (6) when it is a Student Code of Conduct ("SCC") Group 5 or 6 behavior that occurs off campus but most seriously disrupts any student's education.

**Definitions**

**"Bullying"** means any physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students, and meets all of the following criteria:

- (1) An observed or perceived imbalance of power exists between the person(s) engaging in the bullying behavior(s) and the targeted student(s); and/or student(s) were targeted based on prejudice or bias (as defined below).
- (2) The behaviors are severe or pervasive (repeated over time), or there is a high likelihood that behaviors will be repeated. While bullying is often characterized by repeated acts, sometimes a single incident constitutes bullying depending on the severity and if other elements of bullying are present.
- (3) The intent of the person(s) engaging in the behavior is to cause physical or emotional harm to the targeted student(s).
- (4) The behavior has or can be reasonably predicted to have one or more of the following effects:
  - (a) placing the student in reasonable fear of harm to the student's person or property;
  - (b) causing a substantially detrimental effect on the student's physical or mental health;
  - (c) substantially interfering with the student's academic performance; or
  - (d) substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation, one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

**"Cyberbullying"** means using information and communication technologies to bully. This definition includes cyberbullying by means of technology that is not owned, leased, or used by the school district when an administrator or teacher receives a report that bullying through this means has occurred. This Policy does not require a district or school to staff or monitor any nonschool-related activity, function, or program.

**"Retaliation"** means any form of intimidation, reprisal including but not limited to the submission of knowingly false bullying allegations, or harassment directed against a student who reports bullying, provides information during an investigation, or witnesses or has reliable information about bullying. Retaliation is prohibited and will result in the imposition of appropriate interventions/consequences according to this Policy and the SCC.

**"Peer Conflict"** means disagreements and oppositional interactions that are situational, immediate and developmentally appropriate. Conflicts arise when two or more students with relatively similar observed or perceived power have differences in opinion or perspectives. When school employees are aware of peer conflict, they are expected to guide students in developing new skills in social competency, learning personal boundaries and peaceably resolving conflict, and to model appropriate social interactions.

**"Prejudice or bias"** means motivation for bullying or harassment based in part or in whole by actual or perceived race, color, religion, sex, national origin or immigration status, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic.

**"Restorative Measures-Practices"** means a continuum of school-based alternatives to exclusionary discipline that are adapted to the particular needs of the school and community, contribute to maintaining school safety, protect the integrity of a positive and productive learning climate, teach students the personal and interpersonal skills they will need to be successful in school and society, serve to build and restore relationships among students, families, schools, and communities, and reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs. Restorative practices are ways of pro-actively developing relationships and community, as well as repairing community when harm is done. After conflict or harm, Restorative Practices provide a way of thinking about,

talking about, and responding to issues and problems by involving all participants to discuss their feelings and opinions, identify what happened, describe how it affected everyone, and find solutions to make things better.

#### **Preventing Bullying**

All CPS principals and staff shall work to develop safe, supportive school environments that prevent bullying through:

- **Developing supportive school climate strategies**, including clear expectations and share agreements to guide interactions between students, and between staff and students.
- **Teaching all students social and emotional skills** and establish classroom and school-wide practices that promote relationship-building, including teaching all school stakeholders to speak out when they see or hear bullying, degrading language, and bias or prejudice.
- Establish predictable responses and **effective disciplinary practices** that address root cause, teach skills, build empathy, and repair harm. Ensure all students, staff, and stakeholders know how your school plan to respond to bullying and harassment.

#### **Intervening to Address Bullying**

##### **A. Responsibilities of CPS Employees and Contractors**

All CPS employees and contractors, including security officers, lunchroom staff and bus drivers, who witness incidents of bullying or school violence or who possess reliable information that would lead a reasonable person to suspect that a person is a target of bullying, must:

- (1) intervene immediately in a manner that is appropriate to the context and ensures the safety of all people involved;
- (2) report the incident of bullying or retaliation to the Principal/Designee as soon as practicable, but within 24 hours, on the CPS Bullying Complaint Form (Attachment A); and
- (3) cooperate fully in any investigation of the incident and in implementing any safety plan established by the Principal/Designee.

##### **B. Responsibilities of Students, Parents and Guardians**

No student who witnesses bullying may stand by or participate in the bullying, but must notify an adult at school and an adult at home as quickly as practicable. Any parent or guardian who witnesses or is notified of bullying has an obligation to advise the Principal/Designee as quickly as practicable. Reports can be made to any CPS employee or contractor in person, by completing Attachment A and submitting it to the Principal/Designee, by calling the CPS Parent Support Center at (773) 553-3772, or by emailing [BullyingReport@cps.edu](mailto:BullyingReport@cps.edu). Anonymous reports will be accepted by the Principal/Designee. No disciplinary action will be taken on the sole basis of an anonymous report.

##### **C. Steps for Investigating Bullying Reports**

- (1) **Ensure safety.** The Principal or his/her designee will provide immediate support to any targeted student(s) to ensure safety. If there are overt or implied risks of safety, follow the steps in the CPS Crisis Manual, including immediately notifying the CPS Student Safety Center and the school's Network office. Alleged behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression should be reported immediately to the Office of Student Protections and Title IX for assistance and support at the OSP Hotline: (773) 535-4400.
- (2) **Notify parents/guardians of all Involved students.** Within one school day of receipt of a bullying report, the Principal/Designee shall report to the parent/legal guardian of all involved students, via telephone, personal conference and/or in writing, the occurrence of any alleged incident of bullying, and shall document these notifications in the District student information system.
  - a. Notifications should be made privately to students directly involved and their parent/legal guardians.
  - b. Additionally, when incidents have a larger impact on the school community, the Principal/Designee shall provide clear communication to students, staff and parents to re-inforce school-wide expectations and a climate of respect and inclusion.

- (3) **Document all allegations of bullying.** Within two school days of receiving a report of bullying, the Principal/Designee will document the allegation in the District student information system as a general incident report and document all notifications made.
- (4) **Conduct an investigation.** The Principal and/or a designee, who is knowledgeable about bullying prevention and intervention, shall perform the investigation. For guidance, contact the Law Department at (773)553-1700.

Investigation of reported bullying shall be initiated within 5 school days of receipt of a report, documented within the incident report in the District student information system, and completed within 10 school days, unless the Principal grants in writing an additional 5-day extension due to extenuating circumstances. The Principal/Designee shall document the extension in the investigation report and shall notify the parties involved.

The investigation shall include:

- a. Identifying all involved parties, including the student(s) alleged to have engaged in the bullying behaviors, alleged target(s) and bystander(s), as well as any adult who witnessed the incident or may have reliable information about it.
- b. Conducting an individual interview in a private setting with all involved parties. The alleged target should never be interviewed in public or with the student(s) alleged to have engaged in bullying.
- c. Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and the District student information system of the behaviors on the targeted student's education.
- d. Assessing the individual and school-wide effects of the incident relating to safety.

- (5) **Make a determination whether allegations of bullying are substantiated or not and document determination.** The Principal/Designee shall consider whether the four elements of the bullying definition are met, or if all four elements of bullying are not present, whether the behavior qualifies as another inappropriate behavior listed in the SCC. When the investigation is complete, the Principal/Designee shall ensure the investigation and findings (whether the report of bullying is substantiated or not substantiated) are documented in the District student information system. If the investigation determines a student engaged in bullying behaviors and/or other inappropriate behaviors listed in the SCC, the Principal/Designee shall prepare a Misconduct Report.
- (6) **Notify all involved parties of the outcome of the investigation.** Within one day of making a determination, the Principal/Designee shall notify, in writing, the parents/legal guardians of all students involved of the outcome of the investigation. Parents/legal guardians of the students who are parties to the investigation may request a personal conference with the Principal/Designee to discuss the investigation, the findings of the investigation, the actions taken to address the reported incident of bullying, and any resources available in or outside the school to help the students address the underlying reasons for the bullying.

When communicating incidents of bullying to the targeted student's parent/guardian, the Principal/Designee should consider whether the student may want to keep certain information confidential. For example, if a student is bullied after coming out as gay, the Principal/Designee shall not disclose the student's sexual orientation to the parent/guardian without the student's permission, unless there is a legitimate, school-related reason for doing so.

If the investigation determines a student engaged in bullying behaviors, the Principal/Designee shall provide the Misconduct Report to the parent/legal guardians of the student who engaged in the behaviors. The Principal/Designee may advise the parent/legal guardian of other involved students that the Student Code of Conduct was followed. S/he may not advise them of specific consequences imposed, as that would violate the confidentiality of school-record information required by law.

#### D. Determining an Appropriate Response

The goal of the response is to ensure the targeted student feels safe and welcome, and the student engaging in bullying behaviors understands the harm s/he caused and changes his/her behavior. For guidance in determining an appropriate response, contact the Office of Social & Emotional Learning at (773) 553-1830, or see [cps.edu/SEL](http://cps.edu/SEL).

- (1) **Identify school risk factors and ensure a universal strategy for school climate improvement and social and emotional development.** Assess and address any issues in supervision, expectations, relationship-building, and emotional learning.
- (2) **Support the targeted student.** Assign school staff to create and implement a plan that will restore a sense of safety for the targeted student and other students who have been impacted. Determine any other interventions that may be appropriate.

If the targeted student has a disability, the school shall convene the IEP Team to determine whether additional or different special education or related services are needed to address the student's individual needs and revise the IEP accordingly. For example, if the student's disability affects social skill development or makes the student vulnerable to bullying, the Principal/Designee shall ask the student's IEP Team to consider whether the IEP should include provisions to reduce vulnerability to bullying.

- (3) **Determine interventions and/or consequences that address the root cause of the students' bullying behaviors.** Consider the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Follow the Student Code of Conduct and the *Guidelines for Effective Discipline*, and identify opportunities to teach, build empathy, and repair harm. While suspensions may be necessary in some cases to ensure the safety of the targeted student, keep in mind that suspending or expelling students who bully does not reduce bullying behavior.

If the student who engaged in bullying behavior is a student with a disability, the school shall convene the IEP Team to determine if additional supports and services are needed to address the inappropriate behavior and develop the student's social and emotional skills. The team may also consider examining the environment in which the bullying occurred to determine if changes to the environment are warranted. For example, the IEP Team should consider a behavior intervention plan for the student or review a current behavior intervention plan and revise if necessary. The Principal/Designee shall comply with the Procedural Safeguards for Discipline of Students with Disabilities/Impairments when considering interventions and consequences for students with disabilities.

Contact the Office of Social & Emotional Learning for school-wide climate and skill-building practices that prevent bullying, and the CPS Law Department for more information about the appropriate and legal consequences for student misconduct.

- (4) **For incidents that impact the larger school community, provide opportunities in safe, structured environments for affected students, staff, and/or parents to speak about the incident, its impact, and what is needed to repair the harm.**

#### E. What Not To Do:

- Solicit an apology from the student who engaged in bullying to the targeted student or mandate a public apology, use peace circles, victim/offender conferences, or any form of mediation that puts the student who engaged in bullying in contact with the targeted student in an immediate attempt to resolve the bullying. Restorative measures may be helpful to repair relationships between the student who engaged in bullying and targeted student, but only if used after other interventions have balanced the power differential between the perpetrator and target.
- Dismiss bullying as typical student behavior or assume it is not serious.

**Appeal**

Any party who is not satisfied with the outcome of the investigation may appeal to the Office of Student Protections and Title IX, or OSP (telephone: 773 535-4400), within 15 calendar days of notification of the Principal's decision. OSP shall render a final determination in accordance with the timeline and procedures set out in the anti-bullying appeal guidelines established by OSP. OSP may return the incident to the Network Chief, Principal or their designees for further investigation or reconsideration of the consequence(s), direct the imposition of other consequence(s), or deny the appeal. OSP shall notify the party requesting the appeal and the Principal that its decision is final and shall document that notification in the Incident Report in the District student information system.

**Consequences for CPS Employees and Contractors**

When it is determined that an employee or contractor was aware that bullying was taking place but failed to report it, the employee/contractor will be considered to have violated this Policy. The Principal shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Board contracts.

**Notice and Dissemination of Requirements**

Principals shall follow the requirements established by the Office of Social & Emotional Learning for posting this Anti-Bullying Policy on the school's website, in the school building as well as disseminating and presenting this Policy to school staff as part of pre-school-year professional development.

**Training and Professional Development****Staff**

Professional development will be offered to build the skills of all CPS employees, contractors and volunteers to implement this Policy. The content of such professional development shall include, but not be limited to:

- (1) Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them;
- (2) Information about the complex interaction and power differential that can take place between and among a perpetrator, target, and witness to the bullying;
- (3) Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk, and any specific interventions that may be particularly effective for addressing bias-based bullying; and
- (4) Information about Internet safety issues as they relate to cyberbullying.

**Student Internet Safety Education**

In accordance with the Board's Internet Safety Policy (<http://policy.cps.edu/download.aspx?ID=261>), each school shall incorporate into the school curriculum a component on Internet safety to be taught at least once each school year to all students. The Chief Officer of Teaching and Learning or designee, shall determine the scope and duration of this unit of instruction and topics covered. At a minimum, the unit of instruction shall address: (a) safety on the Internet; (b) appropriate behavior while online, on social networking Web sites, and in chat rooms; and (c) cyberbullying awareness and response. The age-appropriate unit of instruction may be incorporated into the current courses of study regularly taught. Schools shall satisfy the documentation requirements established by the Chief Officer of Teaching and Learning or designee to ensure compliance with this curricular requirement.

**ATTACHMENT A**  
Chicago Public Schools  
Form for Reporting Bullying and Retaliation

NOTE: The reporter may remain anonymous, but no discipline will be imposed based solely upon an anonymous report.

Please submit this report to the principal or any school staff member. You may also call the Parent Support Center (773 553-3772) or email [BullyingReport@cps.edu](mailto:BullyingReport@cps.edu) to make a report.

**Victim or Target Information**

School: \_\_\_\_\_

Name(s) and grade(s) of Victim/Target: \_\_\_\_\_  
\_\_\_\_\_

**Reporting Information (\*Optional for students/parents/guardians)**

Name & Title of Person Reporting: \_\_\_\_\_

Relationship to Victim/Target: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Incident Information**

Name(s) of student(s) accused of engaging in bullying behaviors OR description (if name(s) unknown):  
\_\_\_\_\_

Location of incident: \_\_\_\_\_

Date and time of incident: \_\_\_\_\_

Approximate dates, times, and frequency of prior incident(s): \_\_\_\_\_

Describe what happened and who was present in as much detail as possible (\*Required Information):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of submission: \_\_\_\_\_

**PROCEDURAL SAFEGUARDS FOR DISCIPLINE OF STUDENTS WITH  
DISABILITIES/IMPAIRMENTS<sup>38</sup>**

School officials may suspend students with disabilities/impairments and cease educational services for a total of up to 10 consecutive or 10 cumulative school days in one school year without providing procedural safeguards. Saturday, and before- and after-school detentions do not count toward the 10-day limit. Additionally, if students with disabilities continue to participate in the general education curriculum, continue to receive their IEP services, and continue to participate with non-disabled peers to the same extent as specified in the IEPs, in-school suspensions and lunch detentions do not count toward the 10-day limit. Administrators are not required to suspend students with disabilities for the recommended periods set forth in this Code for a single incident. Specifically, the Principal or his/her designee has discretion to suspend students with disabilities fewer days than set forth for a single incident. Federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by the school with the Office of Diverse Learners Supports and Services (773 553-1905) is absolutely necessary. **Without such consultation and approval from the Office of Diverse Learners Supports and Services, the 10 school day limit on out of school suspensions will continue to apply.**

When school officials anticipate a referral for expulsion, including referrals requesting emergency assignment pursuant to the CPS SCC, the following apply:

1. School must provide written notice to the parent/guardian or surrogate parent of the request for an expulsion hearing and the date of an Individualized Education Program (IEP) Manifestation Determination Review (MDR) meeting, which must be held within 10 school days of the date of the decision to request the expulsion hearing. School must also provide parent/guardian/surrogate with a written copy of the Notice of Procedural Safeguards.
2. The IEP team must:
  - A. Determine whether the misconduct is related to the student's disability by reviewing all current and relevant information, including evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP. The behavior is a manifestation of the student's disability if:
    - 1) the conduct in question was caused by the student's disability or has a direct and substantial relationship to the student's disability; and/or
    - 2) the conduct in question was the direct result of the school's failure to implement the student's IEP.
  - B. Review, and revise if necessary, the student's existing behavior intervention plan or develop a functional behavior assessment and behavior intervention plan (FBA/BIP) to address the misconduct. The behavior intervention plan must address the misconduct for which the student is being disciplined.

If the student's behavior is not a manifestation of the disability, school officials may apply the SCC, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, a disciplinary change in placement (expulsion) cannot occur. Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative educational setting.

All MDRs are subject to legal review by the Department of Procedural Safeguards and Parental Supports.

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<sup>38</sup> All procedural safeguards contained in the SCC and this Appendix are equally applicable to those students with §504 plans.

**REFERENCE GUIDE FOR GROUPS 4, 5 AND 6 BEHAVIORS INVOLVING DANGEROUS OBJECTS,  
WEAPONS OR LOOK-ALIKE WEAPONS**

**SECTIONS 4-13 AND 5-11**

If a student simply has any of these objects in his or her possession, but does not use them, (s)he should be recorded to have violated Section 4-13 of the SCC for a first-time violation or 5-11 of the SCC for a second or repeated violation. *If a student uses, or intends to use, any of these objects to inflict harm on someone, the student should be recorded to have violated Section 6-1.*

**Knives, including but not limited to:**

- Steak knife or other kitchen knives
- Pen knives/Pocket knives
- Hunting knives
- Swiss Army knife
- Box cutters
- Razors

**Tools, including but not limited to:**

- Hammers
- Screwdrivers
- Saws
- Crowbars/Metal pipes
- Other objects commonly used for construction or household repair

**Other Objects, including but not limited to:**

- Mace/Pepper spray
- Live ammunition/Live bullets
- Broken bottles or other pieces of glass
- Wooden sticks/boards

**SECTION 6-1**

If a student has any of these objects in his or her possession or uses any of these objects, (s)he should be recorded to have violated Section 6-1 of the SCC.

**Firearms - these include:**

- Pistol
- Revolver
- Other firearms
- Any part or portion of a machine gun or rifle

**Knives - these include only the following types of knives:**

- Switchblade knives (open automatically by hand pressure applied to a button, spring or other device in the handle of the knife)
- Ballistic knives (operated by a coil spring, elastic material, or an air or gas pump)

**Explosive Devices/Gases - these include:**

- Tear gas guns
- Projector bombs
- Noxious liquid gas
- Grenades
- Other explosive substances

**Other Objects - these include:**

- Blackjack
- Slingshot
- Sand club
- Sandbag

Metal/brass knuckles  
Throwing stars  
Tasers/stun guns

**"Look-Alike" Firearms - these include:**

B.B. guns  
Air guns  
Other objects, including "toys" or replicas that reasonably resemble real firearms

**6-1 SPECIAL CONSIDERATION**

If a student simply has any of these objects, or any other similar object in his/her possession, (s)he should not be recorded to have violated of the SCC. *If a student uses, or intends to use, any of these objects to inflict bodily harm on someone, the student should be recorded to have violated Section 6-1.*

**Sporting Equipment - these include but are not limited to:**

Baseball bats  
Golf clubs

**Personal Grooming Products - these include but are not limited to:**

Nail clippers/files  
Combs with sharp handles  
Tweezers

**School Supplies - these include but are not limited to:**

Scissors  
Laser pointers  
Pens/Pencils  
Rulers  
Padlocks/Combination locks  
Other objects commonly used for educational purposes

## EXPULSION HEARING AND EMERGENCY ASSIGNMENT GUIDELINES

### **Request for Expulsion Hearing**

- Expulsion is the removal of a student from school for 11 or more consecutive days, up to a maximum of two calendar years.<sup>39</sup>
- If a student's inappropriate behavior falls within Group 5 of the SCC, a school principal *may* request an expulsion hearing for the student. A school principal may also request assignment to an intervention program.
- If a student's inappropriate behavior falls within Group 6 of the SCC, the incident will be automatically referred for Student Adjudication review for a student in 6<sup>th</sup> through 12<sup>th</sup> grade or for any student violating section 6-1; a school principal *may* request an expulsion hearing for a student committing any other Group 6 behavior.
- The CEO's designee will review the expulsion hearing request and determine whether to refer the student to the Law Department for an expulsion hearing, assign the student to an intervention program, or refer the student back to the school for intervention/support.

### **Emergency Assignment to Interim Alternative Education Setting**

- Students who commit Groups 5 or 6 misconducts may be assigned to an interim alternative education setting on an emergency basis ("emergency assignment") while a request for an expulsion hearing is pending without being given the opportunity for a hearing before an independent hearing officer.
- Requests for emergency assignment must be approved, facilitated, and implemented by the CEO's designee. The CEO's designee may request additional information when considering requests for emergency assignment.
- General education students may be placed in an interim alternative education setting if their presence at the home school poses a continuing danger to people or property, or an ongoing threat of disruption to the academic process. The student will be assigned to the Safe Schools Alternative Program until the expulsion final determination is issued.
- Students with disabilities may be placed in an interim alternative educational setting for a maximum of 45 school days, even in instances where the student's misconduct is ultimately determined to be a manifestation of his or her disability. Students with disabilities may be referred for emergency assignment when in possession of weapons or drugs, or for inflicting serious bodily injury on another person while on school grounds or at a school-sponsored event. The parent or legal guardian may request a due process hearing to challenge the emergency assignment.

### **Expulsion Hearing Procedures**

- The Law Department will schedule expulsion hearings and send parents/guardians a notice letter. The notice will provide a description of the incident, the date of the incident, the SCC inappropriate behavior code(s), and the place, time and date for the expulsion hearing. The notice will be sent by registered or certified mail, or by personal delivery.
- Before the hearing, school principals are responsible for assisting the Law Department with case preparation by identifying witnesses and relevant documents, and reviewing all documentation regarding the incident to ensure it is complete, accurate, and properly written.
- The hearing will be conducted before an independent hearing officer. The Chief Executive Officer's representatives will call witnesses to testify and introduce documents regarding the incident. The student may also call witnesses to testify and introduce documents regarding the incident.

### **Expulsion Final Determination**

- After the hearing, the hearing officer will make a recommendation for intervention or discipline, up to expulsion for a set term of two calendar years.
- The hearing officer's recommendation may be modified on a case-by-case basis by the Chief Executive Officer or designee.

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<sup>39</sup> This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements or temporary emergency placement.

- If a student is expelled, alternative program placement may be offered for the period of the expulsion.
- The hearing officer may recommend that the student attend an intervention program in lieu of expulsion. A recommendation to intervention is subject to approval by the Chief Executive Officer or designee. A student who is recommended for participation in the intervention program in lieu of expulsion but who fails to successfully complete the program shall be expelled.
- During a term of expulsion, students may not participate in extracurricular activities or school-sponsored events, with the exception of activities or events sponsored by the student's alternative program.

**Transition when Expulsion Complete**

- When a term of expulsion is completed, the student will be transferred to his/her home school.
- For students attending the Safe Schools Alternative Program, a transition meeting, including the student, parents/guardians, alternative school staff members, and home school staff members, will be scheduled to discuss the student's transition back into the home school environment.

**ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT**

Chicago Public Schools  
Student Code of Conduct

**Student Agreement**

I, \_\_\_\_\_ (print student's name) have received and read the Student Code of Conduct ("SCC") for the Chicago Public Schools. I am aware of my rights and responsibilities under the SCC. Furthermore, I understand that inappropriate student behavior will result in interventions and consequences as stated under the SCC.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

**Parent/Guardian Agreement**

Dear Parent or Guardian:

Chicago Public Schools believes that you should be informed regarding our effort to create and maintain a safe and secure learning environment for all students. Please read the SCC and sign the document below to acknowledge your receipt and understanding of the SCC.

I am the parent or guardian of the above named student. I have received and read the SCC. I understand that by signing this document, I agree to support and promote the goals of the SCC and make every effort to work with the school in resolving all disciplinary matters.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**Board Member Meléndez moved and Board Member Sotelo seconded the motion to adopt  
Board Report 19-0626-PO4.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and  
President del Valle – 7**

Nays: None

**President del Valle thereupon declared Board Report 19-0626-PO4 adopted.**

**The Secretary presented the following Statement for the Public Record:**

**Mr. President we will now proceed with a separate vote on PR3 entitled Authorize the Second and Final Renewal Agreements for the Pre-Qualification Status of Various Vendors to Provide Educational Technology Products. For the record, I would like to note an abstention for Vice President Revuluri on PR3 for vendor number 47, ThinkCerca.com, Inc.**

**19-0626-PR3**

**AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENTS FOR THE PRE-QUALIFICATION STATUS OF VARIOUS VENDORS TO PROVIDE EDUCATIONAL TECHNOLOGY PRODUCTS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the second and final renewal agreements with various vendors to provide Educational Technology (Ed Tech) products and programs at estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350028

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

**USER INFORMATION :**

Project Manager: 10814 - Pre-K - 12 Curriculum

42 W. Madison

Chicago, IL 60602

Williams, Mr. Anthony Edward

773-553-5731

PM Contact: 10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Alvarado, Miss Anna M

773-553-1216

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Reports 15-0624-PR17; as amended by 16-0427-PR2; 16-0622-PR1; 16-0824-PR4; 17-0322-PR2; 17-1206-PR6) in the amount of \$15,000,000 are for a term commencing July 1, 2015 for vendors approved under Board Report 15-0624-PR17 and upon date of execution for vendors subsequently approved and ending June 30, 2018, with the Board having two (2) options to renew for a one (1) year period. The first renewal agreement (authorized by Board Report 18-0627-PR5) in the amount of \$2,000,000 is for a one (1) year term commencing on July 1, 2018 and ending on June 30, 2019. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2, which is now contained within Board Rule 7-3.

**OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing July 1, 2019 and ending June 30, 2020 ("Renewal Term"). For any vendor who did not complete a first renewal agreement, the Board may choose to enter, pursuant to this Board Report, a first renewal agreement for the Renewal Term. One vendor did not complete the original agreement. The Board will enter into a master agreement with that vendor for the Renewal Term.

**OPTION PERIODS REMAINING:**

There are no remaining options.

**SCOPE OF SERVICES:**

This renewal is focused on Ed Tech Products as defined in the RFQ. Ed Tech Products that would be used as core curricular materials are not covered by this agreement. The Ed Tech Products qualified as part of this RFQ may be delivered in a variety of delivery media including but not limited to secured websites, open access websites, CD-ROM, etc.

The following ARE NOT included in the scope of the agreements:

- Technology Assets as described in the RFQ-Information Systems for management as described in the RFQ
- Computer hardware, unless the Ed Tech Product cannot be de-bundled from the hardware
- Curricular products such as digital textbooks

The Board issued a PNI for Multi-Tier System of Supports (MTSS) services to the pre-qualified pool. The MTSS vendors will provide products and programs, which will personalize and differentiate instruction for every student based on their academic needs and individual learning style to promote accelerated student achievement. The MTSS vendors will provide multiple research and evidence-based intervention, enrichment, and/or supplemental products and programs for students in reading and/or math, in order to substantially increase the success of students in grades K-12, regardless of their performance level.

These products and programs will allow students to work at their own level and pace when appropriate. MTSS vendors will be expected to provide/share data both at the local (school/network) and district level. In order to determine both efficacy and fidelity, MTSS vendors and the Board will develop benchmarks to monitor implementation and progress.

**OUTCOMES:**

Vendors' services will result in the continued use of a pre-qualified pool of vendors to provide Educational Technology (Ed Tech) products for purchase by schools. Products provided by these pre-qualified vendors are vetted for basic technology, security, and legal standards.

**COMPENSATION:**

Vendors shall be paid during this option period as specified in their agreement; estimated annual aggregate amount of payments to all pre-qualified vendors for the one (1) year term shall not exceed below:

\$2,000,000.00 FY20

The costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-10.

**USE OF POOL:**

All schools are authorized to receive products and programs from the pre-qualified pool as follows: Schools and departments shall select a pre-qualified vendor and evidence such selection by a purchase order for the Ed Tech Products and Programs provided by the vendor and approved through the RFQ process. A directory is being developed that will be available to all CPS schools and departments specifying those pre-qualified vendors and the Products and Programs each has been approved to provide to the Board and how to contact those vendors. The directory will identify the categories of learning experiences that the Products and Programs are intended to enhance as well as other general information about the Product and Program. For the purchases of Products and Programs that have been evaluated for basic technical requirements, purchases are limited to \$25,000 spend limits. For purchases of Products and Programs that have been selected through the process for Plans for New Initiatives ("PNI"), requests for additional information will be provided to pre-qualified vendors who have Products and Programs that meet the general requirements of the PNI. If vendors wish to have one or more of their approved Products and Programs considered for inclusion in the initiative, vendors may submit a response to the PNI request to be evaluated for quality and alignment of the proposal to the scope of the project. Purchases of PNI approved Products and Programs will be highlighted as vetted for quality in the Ed Tech Catalog and will not be limited to \$25,000 spend limits.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the written agreements. Authorize the Chief of Teaching and Learning to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract is exempt as this agreement is for proprietary software.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various Funds, Various Units

FY20 Not to exceed \$2,000,000.00 for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness** - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

	4)	
1)	Vendor # 94865	Vendor # 99838
	3-C INSTITUTE FOR SOCIAL DEVELOPMENT INC. DBA 3C INSTITUTE 4364 S. ALSTON AVE STE 300 DURHAM, NC 27713-2220	THE ACHIEVEMENT NETWORK, LTD. ONE BEACON STREET STE 002700 BOSTON, MA 02108
	Melissa DeRosier	Renee Montmeny
	919 677-0102	617 505-1098
	Ownership: Melissa DeRosier-100%	Ownership: Not for Profit
2)	Vendor # 94595	Vendor # 98804
	3P LEARNING INC. 246 FIFTH AVENUE, STE 426 NEW YORK, NY 10001	APEX LEARNING, INC. 1215 FOURTH AVENUE, STE 1500 SEATTLE, WA 98161
	Danny Chiarastella	Michelle Knoll
	315 238-5116	206 381-5600
	Ownership: 3P Learning Limited - 100%	Ownership: Andrew Kaplan-50%, Peter Campbell-50%
3)	Vendor # 12499	Vendor # 30435
	ACHIEVE3000, INC. 1985 CEDAR BRIDGE AVE., STE 3 LAKEWOOD, NJ 08701	BENCHMARK EDUCATION COMPANY, LLC 145 Huguenot St. New Rochelle, NY 10801
	Nicholas Bates	Nolen Harris
	732 367-5505	877 236-2465
	Ownership: Insight Venture Partners V, LP -17%, Insight Venture Partners IX, LP- 20%, Other - 63%	Ownership: Thomas Reycraft-50%, Seraphim Reycraft-50%

7)      Vendor # 31207  CARNEGIE LEARNING, INC DBA EMC PUBLISHING LLC DBA EMC SCHOOL MONDO EDUCATION 501 GRANT STREET STE 1075 PITTSBURGH, PA 15219-4447	10)     Vendor # 18448  CLASSROOM, INC. 245 FIFTH AVE., 20TH FLR. NEW YORK, NY 10016  Christina Oliver  212 545-8400  Ownership: Not For Profit
Julie Katruska  888 851-7094  Ownership: New Mountain Learning LLC - 100%	11)     Vendor # 41798  COMPUTER SERVICES & CONSULTING, INC, DBA CSC CONSULTING GROUP 16W241 S FRONTAGE ROAD, SUITE 40 BURR RIDGE, IL 60527  Babylon Williams  855 462-2267 ·  Ownership: Caroline Sanchez Crozier-100%
8)      Vendor # 63673  CDW GOVERNMENT, LLC 230 N. MILWAUKEE AVE VERNON HILLS, IL 60061	12)     Vendor # 19546  COUGHLAN COMPANIES, LLC DBA CAPSTONE 1710 ROE CREST DRIVE NORTH MANKATO, MN 56003  Connie Ruyter  800 747-4992  Ownership: Robert J. Coughlan - 50%, James P. Coughlan - 50%
9)      Vendor # 18899  CENTERPOINT EDUCATION SOLUTIONS 1030 15TH ST NW SUITE 690W WASHINGTON, DC 20005  Brett Friedman  202 748-8099  Ownership: Not For Profit	

13)	Vendor # 16325  D2L LTD. 151 CHARLES STREET WEST, SUITE 400 KITCHENER, N2G 1H6	16)	Vendor # 70047  ESPARK, INC DBA ESPARK LEARNING 100 S State Street, Floor 4 CHICAGO, IL 60603
	Hark Chuckal  888 772-0325 X4438		Shamoon Atique  312 310-9527
	Ownership: D2L Inc. -100%		Ownership: David Vinca-30.21%, MAPP, LLC-15.44%, Luke Shepard - 8.87%, MK Capital - 4.40%, Other - 41.08%
14)	Vendor # 16326  EDGENUITY INC. 8860 EAST CHAPARRAL ROAD, STE 100 SCOTTDALE, AZ 85250	17)	Vendor # 17298  EXPLORELEARNING, LLC 17855 DALLAS PARKWAY, STE 400 DALLAS, TX 75287
	Lynette McVay  480 423-0118 X1122		Amy Otis  800 547-6747
	Ownership: Weld North Education, LLC - 100%		
15)	Vendor # 10126  EDMENTUM, INC. 5600 W. 83RD STREET., STE 300 8200 TOWER BLOOMINGTON, MN 55437	18)	Ownership: Lazel, Inc. - 100%  Vendor # 16327  ELLEVATION, INC. 38 CHAUNCY ST, 9TH FLOOR BOSTON, MA 02111
	Michael Ehlers  800 447-5286		Edward Rice  617 307-5755
	Ownership: Edmentum Holdings, Inc. -100%		Ownership: Edward Rice - 10.15%, Jordan Meranus - 10.15%, Chris Gabrieli - 12.19%, Emerson Collective Investments, LLC - 19.86%, Other - 47.65%

19)	Vendor # 13240  HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 1900 S BATAVIA AVENUE GENEVA, IL 60134  Becky Smith 708 560-1457  Ownership: Houghton Mifflin Harcourt Publishing Inc. - 100%	22)	Vendor # 98586  K12 VIRTUAL SCHOOLS, LLC 2300 CORPORATE PARK DRIVE HERNDON, VA 20171  Heidi Wenger 703 483-700  Ownership: K12 Management, Inc. - 100% Interest Sole Member, K12, Inc. - 100% Interest Parent Company
20)	Vendor # 97955  IMAGINE LEARNING, INC 382 W. PARK CIRCLE PROVO, UT 84604  Ana Gomez 224 554-9260  Ownership: Weld North Education - 100% (Think Learning Products removed from Agreement)	23)	Vendor # 17302  LEARNING A-Z, LLC 17855 DALLAS PARKWAY, STE 400 DALLAS, TX 75287  Amy Otis 800 547-6747  Ownership: Lazel, Inc. - 100%
21)	Vendor # 23066  IXL LEARNING, INC 777 MARINERS ISLAND BLVD., STE 650 SAN MATEO, CA 94404  James Zeller 650 259-4200  Ownership: Paul Mishkin-75%, Other-25%	24)	Vendor # 99625  LEARNZILLION, INC 5038 MACARTHUR BLVD. NW WASHINGTON, DC 20016  Eric Westendorf 202 596-4631  Ownership: Peter Moran, DCM - 20.89%, Tory Patterson, Owl Ventures - 14.77%, Mark Jacobson, OATV Ventures - 11.60%, Other - 52.74%

<p>25) Vendor # 27064  <b>LEXIA LEARNING SYSTEMS LLC</b>  <b>300 BAKER AVE., STE 320</b>  <b>CONCORD, MA 01742</b></p> <p>Scott Pionek  978 405-6200</p> <p>Ownership: Rosetta Stone- 100%</p>	<p>28) Vendor # 12588  <b>MENTORING MINDS, L.P.</b>  <b>ONE INTERNATIONAL PLACE, STE #1400</b>  <b>BOSTON, MA 02110</b></p> <p>Shad A. Madsen  800 585-5258</p> <p>Ownership: Michael L. Lujan - 50%; ML Lujan Enterprises Inc, Gen Partner - 50%</p>
<p>26) Vendor # 21757  <b>MACKIN BOOK COMPANY DBA MACKIN EDUCATIONAL RESOURCES</b>  <b>3505 COUNTY RD 42 WEST</b>  <b>BURNSVILLE, MN 55306</b></p> <p>Grace Mundt  800 245-9540</p> <p>Ownership: Kay M. Heise - 51%, Randal M. Heise - 49%</p>	<p>29) Vendor # 67737  <b>MIND RESEARCH INSTITUTE</b>  <b>111 ACADEMY STE 100</b>  <b>IRVINE, CA 92671</b></p> <p>Kerri Applegate  888 751-5443</p> <p>Ownership: Not For Profit</p>
<p>27) Vendor # 12230  <b>MCGRAW-HILL EDUCATION, INC. DBA MCGRAW-HILL SCHOOL EDUCATION, LLC</b>  <b>2 PENN PLAZA 12TH FLOOR</b>  <b>NEW YORK, NY 10121</b></p> <p>Ardena Amos White  312 248-8935</p> <p>Ownership: McGraw-Hill LLC - 100%</p>	<p>30) Vendor # 17109  <b>NEARPOD INC.</b>  <b>18305 BISCAYNE BLVD</b>  <b>AVENTURA, FL 33160</b></p> <p>Natali Barski-Meyman  855 632-7763</p> <p>Ownership: Nearpod Holdings Inc. -100%, Nearpod Intermediary I, LLC - 100%, Nearpod Intermediary II, LLC - 100%</p>

31)	Vendor # 99564  NEWSELA INC 620 8th Ave, 21st FL New York, NY 10018  Brian Berman 646 481-5650  Ownership: Matthew Gross- 10%, Owl Ventures - 10%, KPCB Holdings, Inc. - 10%	34)	Vendor # 17142  PARENTSQUARE INC 924 ANACAPA ST. STE 3R SANTA BARBARA, CA 93101  Jay Klanfer 805 637-8381  Ownership: Anupama Vaid - 42.95%; Sohit Wadhwa - 19.20%; Linn Sillers - 14.40%, Other - 23.45%
32)	Vendor # 16367  NOREDINK 118 2ND ST., 3RD FLOOR SAN FRANCISCO, CA 94105  Jeff Scheur 844 667-3346  Ownership: Jeff Scheur - 31.46%, True Ventures IV, LP - 20.78%, ReThink Education Partners, L.P. - 10.65%	35)	Vendor # 45046  PEARSON K12 LEARNING LLC 221 RIVER STREET HOBOKEN, NJ 07030  Jason Upah 480 457-6083  Ownership: Gateway Education LLC - 100%
33)	Vendor # 16385  Otus, LLC 1000 WEST FULTON MARKET, SUITE 285 CHICAGO, IL 60607  Keith Westman 212 312-6132  Ownership: Andrew Bluhm - 80%, Otus Employees - 20%	36)	Vendor # 46471  PEOPLES EDUCATION INC. DBA MASTERY EDUCATION 299 MARKET STREET., STE 240 SADDLE BROOK, NJ 07663  Barbara Dexter 800 822-1080  Ownership: Peoples Educational Holdings, Inc. - 100%

37)	Vendor # 16333  R3 Collaboratives Inc. 940 HOWARD STREET SAN FRANCISCO, CA 94103  Adam Geller 855 338-4362  Ownership: Adam Geller - 54.74%, Ross Weldon - 23.46%, All others less than - 10%	40)	Vendor # 99425  SCOLAB, INC 2090 MOREAU STREET MONTREAL, QC H1W 2M3  Tom Trang 888 528-8878  Ownership: Carl Malartre - 25%, Jean Philippe Cholniere - 25%, Steve Brisebols - 25%, Thanh T. Trang - 25%
38)	Vendor # 88867  RALLY! EDUCATION LLC 22 RAILROAD AVE GLEN HEAD, NY 11545  Fran Mure 516 671-9300  Ownership: Howard Berrent - 40%; Marjorie Berrent - 60%	41)	Vendor # 24503  SOCIAL STUDIES SCHOOL SERVICE DBA NYSTROM 10200 JEFFERSON BLVD. CULVER CITY, CA 90230  LaKeshla Neal 800 421-4246  Ownership: David Weiner - 25%, Aaron Wills - 25%, Sanford Weiner - 25%, Irwin Levin - 25%
39)	Vendor # 96635  ROSETTA STONE LTD. 135 W. MARKET ST. HARRISONBURG, VA 22801  Jon Holder 800 788-0822  Ownership: Rosetta Stone Inc - 100%	42)	Vendor # 67326  SUNBURST ACQUISITION LLC DBA SUNBURST DIGITAL 3150 W. HIGGINS RD, STE 140 HOFFMAN ESATES, IL 60169  Breanna Fiore 800 321-7511  Ownership: Gregory Yurousky - 100%

43)	Vendor # 42634  SUNTEX INTERNATIONAL INC. 3311 FOX HILL RD. EASTON, PA 18042  Nan Ronis 610 253-5255  Ownership: Robert Sun - 50%, Others - 50%	46)	Vendor # 16434  THE ROSEN PUBLISHING GROUP, INC. 29 E 21ST STREET NEW YORK, NY 10010  Ariene Riley 800 237-9932  Ownership: Roger Rosen - 100%
44)	Vendor # 28975  TEACHER CREATED MATERIALS, INC 5482 ARGOSY AVENUE HUNTINGTON BEACH, CA 92649  Mary Kittrille 800 858-7339  Ownership: Rachelle Cracchiolo - 10%, Corinne Burton - 45%, Deanne Mendoza - 45%	47)	Vendor # 94819  THINKCERCA.COM INC 440 North Wells Street, Suite 720 CHICAGO, IL 60654  W. Daniel White 650 454-6914  Ownership: Follett School Solutions, Inc. - 12%, Eileen Murphy - 24%, Other- 64%
45)	Vendor # 47707  TEXHELP INC 600 UNICORN PARK DRIVE WOBURN, MA 01801  Debbie Shaw 888 548-0652  Ownership: Texthelp Ltd - 100%	48)	Vendor # 22041  TROXELL COMMUNICATIONS, INC. 4675 E. Cotton Center Blvd, Suite 155 PHOENIX, AZ 85040  Jon Rendine 800 578-8858  Ownership: TXL Holding Corporation - 100%, AEA Investors, Small Business Fund, LP - 99%

49) Vendor # 12190

TURNITIN LLC  
2101 WEBSTER STREET SUITE 1800  
OAKLAND, CA 94612

Kelly Barna

510 764-7600

Ownership: Advance Publications - 100%

50) Vendor # 33867

VOYAGER SOPRIS LEARNING, INC  
17855 DALLAS PARKWAY, STE 400  
DALLAS, TX 75287

Amy Otis

800 547-6747

Ownership: Cambium Learning, Inc. - 100%

51) Vendor # 50382

WILLIAM H. SADLIER, INC  
9 PINE ST 7TH FLR  
NEW YORK, NY 10005

Kevin O'Donnell

212 312-6132

Ownership: Frank S. DingerJr. - 61%, Other -  
39%

**Board Member Sotelo moved and Board Member Truss seconded the motion to adopt  
Board Report 19-0626-PR3.**

**The Secretary called the roll and the vote was as follows:**

**Yeas: Ms. Rome, Ms. Meléndez, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del  
Valle – 6**

**Nays: None**

**Vice President Revuluri abstained on Board Report 19-0626-PR3, for vendor number 47,  
ThinkCerca.com, Inc.**

**President del Valle thereupon declared Board Report 19-0626-PR3 adopted.**

**The Secretary presented the following Statement for the Public Record:**

**Mr. President we will now continue with additional items on the public agenda. I will begin  
with a Resolution that does not require a vote.**

19-0626-RS1

**RESOLUTION RE: NATIONAL BOARD CERTIFICATION  
RECOGNITION – CLASS OF 2018**

**WHEREAS**, the National Board for Professional Teaching Standards, organized in 1987, is comprised of teachers, school policy makers, union leaders, teacher educators and other scholars and legislators whose goal is to maintain high and rigorous standards for accomplished teachers; and

**WHEREAS**, the National Board for Professional Teaching Standards has developed and operates a national voluntary system to assess and certify teachers who meet these standards, and to recognize teachers who demonstrate the highest levels of competency; and

**WHEREAS**, teachers who voluntarily submit to and successfully complete the rigorous multi-year National Board Certification process earn the Illinois National Board for Professional Teaching Standards Endorsement, a nationally recognized credential symbolizing that they have exceeded standard expectations; and

**WHEREAS**, in partnership with the *Nurturing Teacher Leadership* program of the Chicago Teachers Union, CPS teachers seeking National Board Certification receive support, program management, mentoring and professional development; and

**WHEREAS**, a total of fourteen Chicago Public Schools teachers have earned this certificate in December of 2018, exemplifying the goals and standards that this Board of Education encourages all teachers to emulate;

**WHEREAS**, the fourteen National Board Certified Teachers – Class of 2018 are:

Lisa Anderson	Jennifer Jones
Menyett Baker	Heather Morrison
Anna Deters	Rachel Nicholas
Heather Dunfee	Elisabeth O'Keefe
Neil Farlow	Lorraine Platek
Jessica General	Jonathan Reiman
Justin Huang	Caitlin Stich

**NOW, THEREFORE, BE IT RESOLVED**, that the President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of June 2019, commend all fourteen teachers for their commitment to high and rigorous teaching standards and for receiving National Board Certification.

**BE IT FURTHER RESOLVED**, that a suitable copy of this resolution be made available to the fourteen teachers who have achieved National Board Certification.

**President del Valle thereupon declared Board Report 19-0626-RS1 accepted.**

19-0626-RS2

**RESOLUTION APPOINTING MIGUEL DEL VALLE TO THE BOARD OF TRUSTEES OF THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF THE CITY OF CHICAGO**

**WHEREAS**, under 40 ILCS 5/17-137, the Board of Education of the City of Chicago appointment of its members to the Board of Trustees of the Public School Teachers' Pension and Retirement Fund of the City of Chicago (CTPF); and

**WHEREAS**, on October 24, 2018, the Board of Education notified CTPF that then-Board member Gail Ward was appointed to a 2 year term beginning on November 1, 2018 and ending October 31, 2020; and

**WHEREAS**, Gail Ward resigned as a member of the Board of Education and the Board of Trustees effective June 25, 2019 and her seat on the Board of Trustees is now vacant;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

Miguel del Valle is hereby appointed to the Board of Trustees of the Public Schools Teachers' Pension and Retirement Fund of the City of Chicago effective immediately and ending October 31, 2020.

19-0626-RS3

**RESOLUTION APPOINTING DWAYNE TRUSS TO THE BOARD OF TRUSTEES OF THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF THE CITY OF CHICAGO**

WHEREAS, under 40 ILCS 5/17-137, the Board of Education of the City of Chicago appointment of its members to the Board of Trustees of the Public School Teachers' Pension and Retirement Fund of the City of Chicago (CTPF); and

WHEREAS, on October 25, 2017, the Board of Education notified CTPF that then-Board member Mark Furlong was appointed to a 2 year term beginning on November 1, 2017 and ending October 31, 2019; and

WHEREAS, Mark Furlong resigned as a member of the Board of Education and the Board of Trustees effective May 22, 2019 and his seat on the Board of Trustees is now vacant;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

Dwayne Truss is hereby appointed to the Board of Trustees of the Public Schools Teachers' Pension and Retirement Fund of the City of Chicago effective immediately and ending October 31, 2019.

19-0626-RS4

**RESOLUTION APPOINTING LUCINO SOTELO AS COMMISSIONER OF THE PUBLIC BUILDING COMMISSION OF CHICAGO**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "Commission"); and

WHEREAS, the Commission provides a means of facilitating the acquisition, construction and improvement of public buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities and projects to provide essential governmental services in cooperation with the Commission and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, pursuant to the Illinois Public Building Commission Act, 50 ILCS 20/1 *et seq.*; the Board of Education of the City of Chicago appointed a Commissioner to the Public Building Commission of Chicago and is authorized to appoint a replacement Commissioner in the case of a vacancy in this position; and

WHEREAS, there is currently a vacancy in the position of Commissioner of the Public Building Commission of Chicago to which appointment was previously made by the Board of Education of the City of Chicago.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

Lucino Sotelo is hereby appointed as Commissioner of the Public Building Commission, effective immediately and ending September 30, 2023.

19-0626-RS5

**AMEND BOARD REPORT 18-0926-RS5**  
**RESOLUTION**  
**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE FY19 PROGRAM EXPANSIONS AND NEW ANNEXES**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of these projects is anticipated not-to-exceed \$161,500,000 of which the portion of costs being undertaken by PBC is \$145,350,000 \$161,500,000.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:**

1. The PBC is hereby requested to undertake the FY19 program expansions and new annex projects on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2019 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$145,350,000 \$161,500,000. This dollar amount is necessary to cover project costs, including environmental investigation, design, management fees, procurement and construction. The project costs are appropriated in the FY19 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

**Financials**

Decatur ES: 2019-439-56310-009426-000000-2019 \$18,000,000 \$20,000,000 (Capital Funds)  
Dirksen ES: 2019-437-56310-253518-000000-2019 \$30,600,000 \$34,000,000 (Capital Funds)  
McCutcheon ES: 2019-437-56310-251392-000000-2019 \$9,000,000 \$10,000,000 (Capital Funds)  
McDade ES: 2019-439-56310-009426-000000-2019 \$13,500,000 \$15,000,000 (Capital Funds)  
Palmer ES: 2019-437-56310-253518-000000-2019 \$18,000,000 \$20,000,000 (Capital Funds)  
Poe ES: 2019-439-56310-009426-000000-2019 \$13,500,000 \$15,000,000 (Capital Funds)  
Rogers ES: 2019-439-56310-253518-000000-2019 \$18,000,000 \$20,000,000 (Capital Funds)  
Waters ES: 2019-439-56310-253518-000000-2019 \$24,750,000 \$27,500,000 (Capital Funds)

**19-0626-RS6**

**AMEND BOARD REPORT 18-0926-RS7**  
**RESOLUTION**  
**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE VARIOUS**  
**FY19 RENOVATION PROJECTS**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

**WHEREAS**, the estimated total cost of these projects is anticipated not-to-exceed \$134,600,000 of which the portion of costs being undertaken by PBC is \$121,140,000 \$134,600,000.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:**

1. The PBC is hereby requested to undertake various FY19 renovation projects on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2019 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$121,140,000 \$134,600,000. This dollar amount is necessary to cover project costs, including environmental investigation, design, management fees, procurement and construction. The project costs are appropriated in the FY19 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

**Financials**

J. Locke ES Roof/Envelope:	2019-488-56310-009426-000000-2019 \$16,200,000 <u>\$18,000,000</u> (Capital Funds)
Lovett ES Roof/Envelope:	2019-488-56310-009426-000000-2019 \$13,860,000 <u>\$15,400,000</u> (Capital Funds)
Kenwood HS Mechanical:	2019-488-56310-009426-000000-2019 \$11,520,000 <u>\$12,800,000</u> (Capital Funds)
Washington HS Roof/Envelope:	2019-437-56310-009553-000000-2019 \$14,130,000 <u>\$15,700,000</u> (Capital Funds)
Turf Repairs at Brooks HS:	2019-437-56310-009514-000000-2019 \$5,400,000 <u>\$6,000,000</u> (Capital Funds)
Corliss HS Roof/Envelope:	2019-437-56310-009553-000000-2019 \$17,100,000 <u>\$19,000,000</u> (Capital Funds)
Prosser HS Education Program:	2019-437-56310-251392-000000-2019 \$10,800,000 <u>\$12,000,000</u> (Capital Funds)
Dore Pre-K Expansion:	2019-437-56310-251392-000000-2019 \$2,250,000 (Capital Funds)
Rickover HS Education Program:	2019-439-56310-009426-000000-2019 \$18,000,000 <u>\$20,000,000</u> (Capital Funds)
Phillips HS Athletic Amenities:	2019-437-56310-251392-000000-2019 \$7,380,000 <u>\$8,200,000</u> (Capital Funds) and 2019-435-56310-251392-000000-2019 \$4,500,000 <u>\$5,000,000</u> (Secretary of State)

**19-0626-RS7**

**AMEND BOARD REPORT 19-0123-RS2**  
**AMEND BOARD REPORT 18-0926-RS6**  
**RESOLUTION**  
**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE BELMONT CRAGIN**  
**REPLACEMENT SCHOOL AND HANCOCK REPLACEMENT SCHOOL**

**WHEREAS**, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

**WHEREAS**, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

**WHEREAS**, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

**WHEREAS**, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of these projects is anticipated not-to-exceed \$126,000,000 of which the portion of costs being undertaken by PBC is \$121,600,000 \$126,000,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to undertake the replacement school projects on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2019 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$121,600,000 \$126,000,000. This dollar amount is necessary to cover project costs, including environmental investigation, design, management fees, procurement and construction. The project costs are appropriated in the FY19 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

**Financials**

Belmont Cragin Replacement School: 2019-437-56310-253518-000000-2019 \$39,600,000 \$44,000,000  
(Capital Funds)

Hancock Replacement School: 2019-437-56310-251392-000000-2019 \$82,000,000 (Capital Funds)

**19-0626-RS8**

**RESOLUTION AUTHORIZING PAYMENTS FOR SPECIAL EDUCATION SERVICES TO  
VARIOUS STATE-APPROVED NON-PUBLIC FACILITIES FOR STUDENTS WITH  
DISABILITIES PLACED BY CHICAGO PUBLIC SCHOOLS**

WHEREAS, the Individual with Disabilities Act (IDEA) requires CPS to provide a continuum of special education services, which includes separate special education facilities or residential settings, for CPS students with disabilities (20 U.S. §1412(a)(5); 34 C.F.R. § 300.115);

WHEREAS, pursuant to IDEA and state regulations, the first placement option for a student with disabilities is in a general education classroom, and placement to a separate class, separate school, or other placement from the general education environment occurs only if the nature or severity of the disability is such that education in the general education classroom with the use of supplementary aids and services cannot be achieved satisfactorily (20 U.S. §1412(a)(5); 34 C.F.R. § 300.114);

WHEREAS, the Illinois School Code requires CPS to fund the special education and related services provided to CPS students at such non-public separate facilities (105 ILCS 5/14-7.01, 105 ILCS 5/14-7.02, and 105 ILCS 5/14-7.03);

WHEREAS, tuition rates for placements in a state-approved facility are established by the Illinois Purchase Care Review Board in accordance with 105 ILCS 5/14-7.02 and 105 ILCS 5/14-7.03;

WHEREAS, residential costs for mandated placements in a residential state-approved facility are based on rates established by the Illinois Purchase Care Review Board which the District pays but is reimbursed by ISBE; and

WHEREAS, the Board wishes to authorize payments to various state-approved facilities for the provision of special education and related services to eligible CPS students with disabilities as a result of their placement by CPS.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:**

1. After approval by the Chief Education Officer or designee, the Chief Officer of the Office of Diverse Learner Supports and Services or designee is authorized to make payments to state-approved facilities for costs associated with the provision of special education and related services, including transportation, to CPS students with disabilities placed by CPS in accordance with students' IEPs.
2. Nothing in this Resolution prohibits the Office of Diverse Learner Supports and Services from negotiating a lower rate with a state-approved facility, if practicable.
3. This Resolution authorizes the payment of invoices in Fiscal Years 2020 and 2021 from state-approved facilities for the provision of special education and related services to CPS students with disabilities in the amount not to exceed \$110,000,000 in the aggregate.
4. The authority granted in this Resolution is effective from July 1, 2019 to June 30, 2021.

**19-0626-RS9**

**RESOLUTION AUTHORIZING EXPENDITURES AT BEGINNING OF FISCAL YEAR 2020**

**WHEREAS**, pursuant to Section 34-43 of the Illinois School Code (the "Code"), the Chicago Board of Education (the "Board") is required to adopt an annual school budget for each fiscal year of the Board no later than 60 days after the beginning of the fiscal year of the Board to which such budget relates; and

**WHEREAS**, the Board is to bring educational stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to: (i) increase the quality of educational services in the Chicago Public Schools; (ii) reduce the cost of non-educational services and implement cost-saving measures including the privatization of services where deemed appropriate; and (iii) streamline and strengthen the management of the system, including a responsible school-based budgeting process, in order to focus resources on student achievement; and

**WHEREAS**, the Board is also to bring financial stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to develop a long-term financial plan that, to the maximum extent possible, reflects a balanced budget for each fiscal year; and

**WHEREAS**, prior to the formal adoption of the budget for fiscal year 2020, the Board will incur expenditures necessary for the operation of the school system at the beginning of said fiscal year; and

**WHEREAS**, in order to allow the orderly and efficient operation of the system for the benefit of the school children, it is appropriate for the Board to authorize expenditures prior to the adoption of the fiscal year 2020 annual school budget; and

**WHEREAS**, the Board's Debt Management Policy, Section 404.1 (Board Report 13-0724-PO1), authorizes the Board to use its operating funds to establish a reserve balance accounted for within the Debt Service funds to be used for any governmental purpose approved by the Board; and

**WHEREAS**, the Board's Debt Management Policy delegates authority to the Senior Vice President of Finance to authorize any transfer to or from Debt Service funds.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:**

**Section 1. Findings.** It is found, declared and determined as follows.

- (a) Expenditures in fiscal year 2020 for educational and legal purposes, including school funding allocations based on a per pupil formula, which are necessary for the efficient operation of the Chicago Public School System prior to the adoption of the fiscal year 2020 annual school budget are authorized, subject to the limitations set forth in the Illinois School Code [105 ILCS 5/34-49] and the next succeeding paragraph.
- (b) Such expenditures for July and August 2019 (FY 2020) will occur in accordance with the draft FY 2020 capital and operating budget which is slated to be presented on or before August 31st and will be subject to appropriation in the fiscal year 2020 budget. Spending will not exceed FY 2019 authority.
- (c) The Senior Vice President of Finance is hereby authorized to transfer and use Debt Service funds not otherwise restricted under bond documents for the purpose of operating and capital expenditures to support cash flow during the fiscal year. Transfers from the Debt Service funds for this purpose will be repaid from the next receipts of property tax revenues.

**Section 2. Severability.** To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

**Section 3. Effectiveness.** This Resolution is effective immediately upon its adoption and will remain in effect through August 31, 2019 or until the FY 2020 budget is adopted by the Board if that is prior to August 31, 2019.

19-0626-RS10

**RESOLUTION  
AUTHORIZE APPOINTMENT OF MEMBERS  
TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teacher staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

**WHEREAS**, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

<u>Membership Category</u>	<u>Method of Candidate Selection</u>
Parent	Recommendation by serving LSC or Board
Community	Recommendation by serving LSC or Board
Advocate	Recommendation by serving LSC or Board
Teacher	Non-binding Advisory Staff Poll
Non-Teacher Staff Member	Non-binding Advisory Staff Poll
JROTC Instructor	Non-binding Advisory Staff Poll (military academy high schools only)
Student	Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet (military academy high schools)

**WHEREAS**, the established methods of selection of candidates for Board appointment to fill mid-term vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion;

**WHEREAS**, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

1. The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils, appointed local schools and/or boards of governors of the identified schools for the remainder of the current term of their respective offices.
2. This Resolution shall be effective immediately upon adoption.

**Exhibit A**

**NEW APPOINTED LSC MEMBERS**

<u>COMMUNITY REPRSENTATIVES</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Esther Johnson	Toval Daniels	Bronzeville HS.
Kublai Toure	Vacancy	Bronzeville HS
<u>TEACHER MEMBER</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Marisa Rios	Jeffrey Galford	Azuela ES
Aishling Reilly	Katie Nicsic	Kellogg ES
Alice Barnett	Jennifer Hey-Lewis	Smyth ES
<u>ADVOCATE</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Natunji West	Vacancy	Bronzeville HS

19-0626-RS11

**RESOLUTION  
AUTHORIZE APPOINTMENT OF MEMBERS TO  
THE LOCAL SCHOOL COUNCIL ADVISORY BOARD  
FOR NEW TERM OF OFFICE**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-3.3, directed the Chicago Board of Education ("Board") to establish a local school council advisory board comprised of serving local school council members to serve in an advisory role to the Board; and

**WHEREAS**, the Board established the Local School Council Advisory Board ("LSCAB") in February 1996 to serve in an advisory capacity to the Board on issues related to local school council elections, operations, powers and duties, and school improvement plans; as liaison between local school council members and senior staff and as advisor to the Board on other issues regarding the school district, as requested; and

**WHEREAS**, the Board established the LSCAB as a fifteen-member body to serve two-year terms of office; and

**WHEREAS**, the LSCAB is comprised of six (6) members elected by local school council members serving in each of six (6) geographic regions and nine (9) members appointed by the Board from among local school council members serving in the six (6) geographic regions, with consideration given to racial, ethnic, gender, regional, special interest and category balance;

**NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:**

1. The Local School Council members named on the attached Exhibit A are hereby appointed to serve on the Local School Council Advisory Board for the term of office commencing July 1, 2019 and ending June 30, 2021;
2. This Resolution shall be effective July 1, 2019.

**EXHIBIT A**

**LSC Members Appointed to the LSCAB for New Term of Office**

**Elected Members**

**Marguerite Baran** (Parent Representative, Hitch Elementary School; North West Geographic Region)

**Erica Nanton** (Community Representative, Southside Occupational High School; South West Geographic Region);

**Eva Rodriguez** (Community Representative, Toni Elementary School; West Central Geographic Region)

**Dixon Romeo** (Community Representative, Powell Elementary School; South East Geographic Region)

**Saadia Siddique** (Parent Representative, South Loop Elementary School; East Central Geographic Region)

**Steven Yee** (Parent Representative, Amundsen High School; North East Geographic Region)

**Appointed Members**

**Jessica Ashley** (Parent Representative, Ravenswood Elementary School; North East Geographic Region)

**Theodora Constanopolis** (Parent, Randolph Elementary School; South West Geographic Region)

**Ivette Delgado** (Parent, Richardson Middle School; South West Geographic Region)

**Mordercai Funches** (Community Representative, Haley Elementary School; South East Geographic Region)

**Thomas Gray** (Community Representative, Chicago Military Academy High School; East Central Geographic Region)

**John Navarro** (Teacher Representative, de Diego Elementary School; West Central Geographic Region)

**Sergio Ramirez** (Principal, Washington Elementary School; South East Geographic Region)

**Vicente Sanchez** (Community Representative, Whittier Elementary School; West Central Geographic Region)

**Vanessa Valentin** (Parent Representative, Steinmetz High School North West Geographic Region)

**19-0626-RS12**

**RESOLUTION  
AUTHORIZE APPOINTMENT OF STUDENT MEMBERS  
TO HIGH SCHOOL LOCAL SCHOOL COUNCILS  
FOR NEW TERM OF OFFICE**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-2.1, and the Governance of Alternative and Small Schools Policy, Board Report 07-0124-PO2 (Governance Policy) authorize the Board of Education of the City of Chicago to appoint student members to traditional and appointed high school local school councils, respectively, for a term of one (1) year commencing July 1 and ending the following June 30 after considering the preferences of the schools' students for candidates for appointment as ascertained through non-binding advisory polls and to exercise absolute discretion in the appointment process;

**WHEREAS**, the high schools identified on the attached Exhibit A conducted non-binding advisory polls during the 2018-2019 school year to ascertain the students' preferences for student candidates for appointment to the schools' local school councils for the term commencing July 1, 2019 and ending June 30, 2020;

**WHEREAS**, the results of the non-binding advisory polls have been forwarded to the Board for its consideration in the exercise of its absolute discretion in the appointment process;

**WHEREAS**, the Governance Policy also authorizes the Board to appoint the students serving as the Cadet Battalion Commander or highest-ranking Cadet Officer to the appointed boards of governors of the military academy high schools for a term of one (1) year commencing July 1 and ending the following June 30 and the names of those students at the military academy high schools identified on the attached Exhibit A have been forwarded to the Board for appointment to the schools' board of governors for the term commencing July 1, 2019 and ending June 30, 2020:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

1. The students named on the attached Exhibit A are hereby appointed to serve on the local school councils, appointed local school councils and boards of governors of the identified high schools for the term of office commencing July 1, 2019 and ending June 30, 2020.
2. This Resolution shall be effective immediately upon adoption.

**EXHIBIT A**

**STUDENTS APPOINTED TO HIGH SCHOOL LOCAL SCHOOL COUNCILS FOR NEW TERM**

**HIGH SCHOOL**

MARINE LEADERSHIP ACADEMY AT AMES  
MULTICULTURAL ACADEMY  
RICKOVER MILITARY ACADEMY  
UPLIFT

**CANDIDATE**

Diego Sandoval  
Julian Castillo  
Sean Pena  
Brigina Kwaning

**19-0626-RS13**

**RESCIND BOARD REPORT 15-0826-RS2  
AND ADOPT A RESOLUTION AUTHORIZING SIGNATURE PROXY  
FOR BOARD PRESIDENT MIGUEL DEL VALLE**

**WHEREAS**, the Board is authorized to designate one or more persons to sign any bond, warrant, certificate, contract or other written instrument on behalf of the Board President in accordance with the requirements set out in Section 34-82 of the Illinois School Code [105 ILCS 5/34-82];

**WHEREAS**, Chapter VII of the Board's Rules enumerate requirements for the signature of contracts and leases on behalf of the Board by the Board President or by other designated officers when a delegation of signature authority is specified therein;

**WHEREAS**, it is the intent of the Board that contracts requiring signature of the Board President be executed within the time period specified in the Board Reports authorizing the particular transactions, especially since no work can commence nor services provided until a contract is executed;

**WHEREAS**, Board Rule 7-12 specifies that the Board President, with the approval of the Board, may designate one or more persons who shall have proxy authority to affix the signature of the President to such contracts or leases;

**WHEREAS**, designation of a signature proxy for the Board President will facilitate the timely execution of contract and lease documents; and

**WHEREAS**, the Board wishes to authorize a signature proxy in accordance with the requirements set out in 105 ILCS 5/34-82 and Board Rule 7-12.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:**

1. Abigail L. Joseph is hereby designated as the person authorized to serve as a signature proxy for Board President, Miguel del Valle.
2. As a signature proxy for Board President, Miguel del Valle, Abigail L. Joseph shall be authorized to sign contracts, contract amendments, contract extensions and leases for Board President, Miguel del Valle.
3. The signature of Abigail L. Joseph as it will appear for Board President, Miguel del Valle is appended hereto as Exhibit A.
4. This Resolution shall be effective immediately upon its adoption and shall be effective until rescinded by further Board action.
5. The previous signature proxy Resolution authorized under Board Report 15-0826-RS2 is hereby rescinded.

**EXHIBIT A**

Miguel del Valle

The Signature of Miguel del Valle, as executed by  
Abigail L. Joseph

Abigail L. Joseph

The Signature of Abigail L. Joseph

**19-0626-PO1**

**AMEND BOARD REPORT 08-1217-PO1**  
**DEBARMENT POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board amend the Debarment Policy adopted by Board Report 08-1217-PO1.

**PURPOSE:** The purpose of the amendment is to adopt the recommendation of the Office of the Inspector General to establish an automatic reciprocal debarment where a person or company is debarred by another governmental agency. The amendment also names the Chief Operating Officer in place of Chief Administrative Officer.

**EFFECTIVE DATE:** This amendment shall become effective on July 1, 2019.

**DESCRIPTION:** The amendment establishes an automatic reciprocal debarment provision. The amendment also names the Chief Operating Officer in place of Chief Administrative Officer.

**DEBARMENT POLICY****Section 1. GENERAL INFORMATION****Section 1.1. *Policy Statement***

- (a) To ensure the effective and efficient administration of its procurement practices, the Board of Education of the City of Chicago ("Board") seeks to do business only with responsible persons. Toward this end, the Board shall have the discretion to remove and exclude from participation in its procurement transactions and activities any person who is debarred pursuant to this Debarment Policy.
- (b) Debarment is a remedial measure designed to protect the integrity of the Board's procurement practices and the public's confidence in the Board's fiscal responsibility. It is not intended to be punitive. If imposed, debarment may lead to a permanent exclusion from procurement transactions with the Board. This Debarment Policy establishes the circumstances under which debarment may be sought and the procedures that will be used to impose it.

**Section 1.2. *Purpose and Applicability***

This Debarment Policy and the procedures it entails have been adopted by the Board to further its goal of protecting the Board from engaging in business relations with dishonest, unethical, or otherwise irresponsible individuals by:

- (a) identifying the kinds of acts or omissions that constitute grounds for debarment;
- (b) describing the procedures the Board will use to debar any person;
- (c) setting forth the consequences of voluntary exclusion, interim constraints, and debarment; and
- (d) providing for the maintenance of lists of voluntarily excluded, constrained and debarred persons.

**Section 1.3. *Scope***

- (a) This policy applies to all vendors and other persons involved or seeking to be involved in any Board contract or a related transaction, and to all Board contracts, without regard to either the source of funds or the amount involved. It also applies to any procurement program, activity, transaction, invoice, purchase order or agreement between a vendor and the Public Building Commission of Chicago related to construction, demolition, rehabilitation, renovation or repair of or any other work on any school.
- (b) This policy does not restrict the ability of the Board's Chief Purchasing Officer to make determinations pertaining to the responsibility or responsiveness of a vendor or other person on a contract-by-contract basis for any reason, including those stated in Section 2 of this Policy; to suspend a vendor number; or to reject any and all bids pursuant to the applicable provisions of the Illinois School Code, Board Rules, or any other provision of law or legally permissible reason.
- (c) This policy does not restrict the Chief Purchasing Officer's ability to apply lesser sanctions than debarment when appropriate.
- (d) This policy does not restrict the authority of the Board's Office of the Inspector General to conduct investigations and make reports, pursuant to the Illinois School Code, 105 ILCS 5/34-13.1.
- (e) This policy does not restrict the authority of the Board to discipline or discharge employees pursuant to its "Employee Discipline and Due Process" policy, Board Report number 04-0728-PO1, and any amendments thereto.
- (f) This policy supersedes the *Debarment Policy on Non-Responsible Persons in Procurement Transactions*, adopted March 22, 2000, by Board Report 00-0322-PO1, and shall be effective as of June 2, 2008.

**Section 1.4. *Definitions***

- (a) "Affiliate" is a person who directly or indirectly controls, or has the power to control, another person or is directly or indirectly controlled by another person. Indicia of control include but are not limited to, common or interlocking management or ownership, officers, or directors, identity of interests among relatives, shared facilities and equipment, or common use of employees or agents. "Affiliate" also means a business entity organized during or following any investigation or proceeding, or organized following the debarment or proposed debarment of a person, which has the same or similar management, ownership, or principal employees as the person who was investigated, part of the proceeding, debarred, or proposed for debarment, or which operates in a manner designed to evade application of these debarment rules.

(b) "Automatic Debarment" means the Board may immediately add the Person to the Board's list of debarred Persons and may immediately suspend or terminate the Person from performing under any existing Board contracts and any subcontracts to Board contracts.

(cb) "Board" means the Board of Education of the City of Chicago, but also includes its departments, operational elements and schools, Chicago Public Schools, and School District 299.

(de) "Board Contract" is any procurement program, activity, transaction, invoice, purchase order or agreement between the Board and a vendor, including all amendments and modifications to and extensions of a Board contract, regardless of the type, amount or source of funding, and regardless of whether the contract is void or voidable by the Board.

(ed) "Chief Operating Administrative Officer" ("COO" "CAO") means the individual appointed by the Board as its Chief Operating Administrative Officer, or that individual's designee. The Chief Purchasing Officer may not serve as the COO's CAO's designee for purposes of this Policy.

(fe) "Chief Purchasing Officer" ("CPO") means the individual appointed by the Board as its Chief Purchasing Officer, or that individual's designee.

(gf) "Civil Enforcement Action" means any judicial or administrative proceeding, filed by any governmental entity or agency other than the CPO, for the purpose of civilly enforcing any statute, rule, regulation, or law for the causes for debarment described in Section 2 of this Policy.

(hg) "Civil Judgment" means the disposition of a civil action by any court or tribunal of competent jurisdiction, entered against a vendor, whether by verdict, decision, consent decree, confession of judgment, settlement, stipulation, or otherwise, creating civil liability for alleged wrongful acts, as well as any agreement terminating a dispute before a civil action has been filed in court.

(ih) "Conviction" means a judgment of conviction of, or an order of court supervision for, any criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of no contest ("*nolo contendere*").

(ji) "Debarment" is a determination by the Board, or other government agency, that a vendor or other person is ineligible to enter into Board, or other government contracts. "Full Debarment" means a determination that the vendor or other person is permanently ineligible to enter into new Board contracts, become an affiliate or principal of any vendor, or serve as a subcontractor of any tier or supplier on Board contracts, and that existing contracts with the vendor or other person must be terminated. "Partial" or "less than full" debarment means any debarment of lesser scope or duration. The scope and duration of any debarment shall be stated in the Board Report approving the debarment.

(kj) "Hearing Officer" means an official appointed by the COOCAO to preside over a debarment proceeding. The official need not be an attorney or an employee of the Board, but must be adjudged by the COOCAO to have sufficient expertise and objectivity to conduct impartial proceedings under this Debarment Policy.

(lk) "Interim Constraint" includes the following actions taken with respect to a vendor by the COOCAO under Section 4.4(c), pending the outcome of the debarment proceeding:

- (1) Terminating all existing contracts between the vendor and the Board.
- (2) Terminating the vendor's participation as subcontractor or supplier on existing Board contracts.
- (3) Declaring the vendor ineligible for the award of new Board contracts.

(ml) "Office of the Inspector General" ("OIG") means the Board's Inspector General and his or her Office, established by 105 ILCS 5/34-13.1

(nm) "Indictment" means an action by a grand jury charging a criminal offense. For purposes of this Policy, an information or other filing by competent authority charging a criminal offense is given the same effect as an indictment.

(oq) "Person" means any individual, corporation, partnership, joint venture, association, unit of government or other legal entity, however organized.

(pe) "Principal" means any officer, director, owner, partner, key employee or other individual with significant management or supervisory responsibilities within a vendor; also, a person who has a critical influence on or substantive control over a Board contract, whether or not employed by the vendor; or any affiliate of a vendor.

(qp) "Related Transaction" means a transaction directly related to a Board contract, which assists a vendor in executing a Board contract, regardless of the extent the person performing the related transaction has a critical influence on or substantive control over the Board contract. Examples include but are not limited to contracts between a vendor and its agents, appraisers, brokers, consultants, lenders and suppliers.

(rq) "Respondent" means any vendor or other person against whom a debarment proceeding is initiated, including any present or former Board employee.

(sf) "Suspension" means the temporary cessation of a vendor's Board contracts following the CPO's issuance of a Notice of Proposed Debarment.

(ts) "Vendor" means any person who has entered into a Board contract, or has sought or is seeking to or may enter into a Board contract, or is serving as a subcontractor or supplier on a Board

contract. It includes all units, divisions or other organizational elements of a vendor. "Vendor," for the purposes of this Policy, also means any affiliate, officer, director, principal or employee who has received a Notice of Proposed Debarment under this Policy.

(ut) "Voluntary Exclusion" means a status, voluntarily accepted by a vendor as part of a settlement agreement with the Board, in which the vendor is excluded from participating in Board contracts and/or related transactions.

(vu) "Warning Letter" means a written communication from the CPO to a vendor, giving notice of acts or omissions that may constitute grounds for debarment.

The provisions of Illinois' *Statute on Statutes*, 5 ILCS 70/0.01 et seq., insofar as applicable, shall be applied in interpreting this Policy, except where a specific definition, provision, or context indicates a different meaning.

## **Section 2. CAUSES FOR DEBARMENT**

The Board may debar a Respondent for —

(a) Conviction of or Civil Judgment for —

- (1) commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
- (2) violation or attempted violation of Federal or State statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, invoices, or claims;
- (3) commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
- (4) commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness or honesty, which affects the responsibility of the Vendor.

(b) Violation of the terms of a Board contract or subcontract so serious as to justify Debarment, including but not limited to —

- (1) willful failure to perform in accordance with the terms of one or more contracts or subcontracts;
- (2) a history of failure to perform one or more contracts or subcontracts;
- (3) a history of unsatisfactory performance of one or more contracts or subcontracts; or
- (4) a history of failure to meet goals under the Board's Minority- and Women-Owned Business Enterprise Program ("M/WBE"), or to meet its obligations to provide Equal Employment Opportunities, criminal-background checks, the payment of base-wage or prevailing-wage, or a drug-free-workplace, or to fulfill any other contracting or subcontracting obligation imposed by Board Rule or policy, or any other law.

(c) Making, causing to be made or attempting to make any false, deceptive, or fraudulent material statement in any bid, proposal, or application for Board or any government work, or in the performance of any such contract for the Board or any governmental unit or agency, or in application for any permit or license;

- (d) Making, causing to be made or attempting to make, any false, deceptive, or fraudulent material statement in any application to obtain, expand, or continue certification as an M/WBE.
- (e) Engaging or participating in bid-rigging or stringing, or facilitating the bid-rigging or stringing of any Vendor or entity or individual;
- (f) Refusal to cooperate with the OIG in any investigation;
- (g) Refusal to cooperate with reasonable requests of Board inspectors, representatives, or other personnel with respect to work under contract provisions, plans, or specifications, or otherwise;
- (h) Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of this or any other Board Policy or any provision of any federal, state or local statute, ordinance, rule or regulation or any other applicable law, rule or regulation; or
- (i) Improper conduct, including but not limited to—
  - (1) intentional or negligent billing or invoicing;
  - (2) submitting false, frivolous or exaggerated claims, documents, or records;
  - (3) falsification of claims, documents, or records;
  - (4) willful or grossly negligent destruction of documents or records the Vendor had an obligation to maintain;
  - (5) bribery or coercion of a government official, or other unlawful tampering with a government official;
  - (6) use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
  - (7) misrepresentation to any governmental entity, agency or official;
  - (8) falsely claiming to be an M/WBE, falsely claiming to be eligible for any bidding preference or protected market program, or assisting any other individual or entity to make such a false claim;
  - (9) violation of ethical standards established by the Board, or other dishonesty incident to obtaining, pre-qualifying for, or performing any Board contract or modification thereof;
  - (10) violation of ethical standards established by the Board or other dishonesty incident to applying, obtaining, qualifying for, or acquiring any certification, license, or permit related in any way to a Board contract;
  - (11) failing to timely pay any judgment or other adjudicated debt owed to the Board after a request for payment;
  - (12) failing to timely pay undisputed bills or invoices submitted by subcontractors;
  - (13) unreasonably disputing bills or invoices submitted by subcontractors;
  - (14) knowingly or negligently involving a temporarily constrained, voluntarily excluded or debarred Vendor or other Person in a Board contract or a Related Transaction;
  - (15) violating any provision of a Voluntary Exclusion agreement or any other settlement of a Debarment action between the Board and a Vendor or other Person;
  - (16) Debarment, Suspension, Voluntary Exclusion or Interim Constraints imposed by any governmental entity or agency;
  - (17) failing to defend, indemnify, or hold the Board harmless pursuant to a contractual obligation after having received a request to do so;
  - (18) assisting or facilitating another Person in any of the foregoing conduct.
- (j) Any act or omission with respect to any procurement program, activity, transaction, invoice, purchase order or agreement between a Vendor or other Person and the Public Building Commission of Chicago related to construction, demolition, rehabilitation, renovation or repair of or any other work on any school that, if committed with respect to a Board contract, would constitute a cause for Debarment.

(k) Any other cause that the Board, in its sole discretion, deems so serious or of such a compelling nature that it affects the responsibility of the Respondent, including facilitating another Vendor's or other Person's violation of any Board Rule, Board policy, Board contract, or any federal, state or local law relating to public contracting.

(l) The Board may impose automatic debarment if the person or entity is debarred by any other government agency for cause including but not limited to fraud, embezzlement, bribery, theft, deception, misrepresentation, indictment, felony conviction, violation or attempted violation of federal or state statutes. The Board reserves the right to consider debarment and proceed with its own debarment process in the case that a person or entity is debarred by any other government agency for contract performance or reasons other than those listed above.

### **Section 3. MITIGATING FACTORS**

The COOCAQ may, in the public interest, recommend that the Board debar a Respondent for any of the causes in Section 2 of this Policy, using the procedures in Section 4. The existence of a cause for Debarment, however, does not necessarily require that the COOCAQ seek to debar any Person; the seriousness of the Person's acts or omissions and any mitigating factors should be considered in making any Debarment recommendations. Before recommending any Debarment decision, the COOCAQ should consider factors such as the following, if documented and verifiable information is provided by the Respondent in its submission as provided by Section 4.5(c) of this Policy:

- (a) Whether the Respondent had effective standards of conduct and internal control systems in place at the time of the activity for which Debarment is being considered, or had adopted such procedures prior to any Board or OIG investigation of the activity cited as a cause for Debarment;
- (b) Whether the Respondent brought the activity cited as a cause for Debarment to the attention of the OIG or other appropriate Board personnel in a timely manner;
- (c) Whether the Respondent has fully investigated the circumstances surrounding the cause for Debarment and, if so, made the result of the investigation available to the CPO or the OIG;
- (d) Whether the Respondent cooperated fully with Board personnel during any and all investigations and in any court or administrative actions;
- (e) Whether the Respondent has paid or has agreed to pay all criminal and administrative fines and Civil Judgments for the improper activity;
- (f) Whether the Respondent has paid or has offered to pay any investigative or administrative costs incurred by the Board, and/or has made or offered to make full restitution;
- (g) Whether the Respondent has taken appropriate disciplinary action against the individual(s) responsible for the activity which constitutes cause for Debarment;
- (h) Whether the Respondent has implemented or agreed to implement remedial measures, including any identified by the Board;
- (i) Whether the Respondent has instituted or agreed to institute new or revised review and control procedures and ethics training programs;
- (j) Whether the Respondent has had adequate time to eliminate the circumstances within the Respondent's organization that led to the cause for Debarment; and
- (k) Whether the Respondent and/or its management recognizes and understands the seriousness of the misconduct giving rise to the cause for Debarment and has taken appropriate steps to prevent recurrence.

The presence of any mitigating factors such as those set forth above does not necessarily mean that Debarment is unwarranted. Accordingly, the Respondent has the burden of demonstrating, to the satisfaction of the Board, that Debarment is not warranted due to these potentially mitigating factors.

### **Section 4. DEBARMENT PROCEDURE**

**Section 4.1.** The CPO initiates a Debarment proceeding by filing a Notice of Proposed Debarment ("Notice") with the COOCAQ, and serving a copy of the Notice on the Respondent(s). The Notice may be issued for any cause(s) listed in Section 2 of this Policy. The Board's General Counsel or designee ("Board Counsel") shall represent the CPO in the Debarment proceeding, and may prepare, file and serve the Notice on behalf of the CPO.

**Section 4.2. Contents of the Notice —**

- (a) Statement that the CPO is proposing Debarment;
- (b) The reasons for the proposed Debarment, in terms sufficient to put the Respondent on notice of the conduct and/or transaction(s) upon which it is based;
- (c) The cause(s) for Debarment relied on, under Section 2, and the date(s), scope and duration of any prior Debarments, Suspensions and Voluntary Exclusions of the Respondent, and in the case of present or former Board employees, the scope and duration of any disciplinary actions taken against them that are relevant to the present cause(s) of Debarment;
- (d) Statement of the scope and duration of the Debarment sought;
- (e) Notification that to contest the proposed Debarment, the Respondent must, within 28 calendar days after receipt of the Notice, submit a verified, written Answer, admitting or denying every allegation in the Notice, and stating any specific information and argument in opposition to the proposed Debarment, including any mitigating factors under Section 3 above, and the identification of specific information, if any, that raises a genuine dispute over the material facts relevant to the Debarment;
- (f) Notification that a failure to submit a verified, written Answer to the COOCAQ within the time allowed by this Policy shall be deemed an admission of the allegations set forth in the Notice;
- (g) Name, address, telephone and fax numbers, and e-mail address of the Board Counsel who will be presenting the cause(s) for Debarment of the Respondent;
- (h) Copies of the portion(s) of any law, statute, ordinance, regulation, rule or policy alleged to have been violated.
- (i) A copy of this Debarment Policy, to inform the Respondent of its terms, including the procedures applicable to and consequences of Debarment.
- (j) The Notice also may, but need not, include copies of the statement(s) of any witness and of any documents supporting the proposed Debarment. Documents and statements obtained by the OIG as part of an investigation are admissible in the debarment proceeding under Section 4.5(i)(7), subject to the limitations set forth in Section 4.5(i)(8).

**Section 4.3. Service**

- (a) The Notice of Proposed Debarment shall be served by regular and certified return-receipt requested mail at the address listed by the Respondent on the contract or agreement between it and the Board, or other last known address, or by any other means reasonably calculated to provide actual notice to the Respondent (including publication).
- (b) All other notices and submissions required or allowed under this Policy shall be served on the Respondent by regular mail, reputable, established private delivery service, or personal service, at the address provided pursuant to Section 4.5(b).
- (c) All notices and submissions required or allowed under this Policy shall be served on the Board's Counsel by regular mail, reputable, established private delivery service, or personal service, at the address provided in the Notice, pursuant to Section 4.2(g).
- (d) All mailed notices, including the Notice of Proposed Debarment, and all mailed submissions, shall be presumed to have been received within three calendar days after mailing. Proofs of service of every notice and submission shall be included in the record.

**Section 4.4. Consequences of Notice of Proposed Debarment**

- (a) Upon filing of the Notice of Proposed Debarment, the Respondent is immediately suspended from performing under any existing Board contracts and any subcontracts to Board contracts identified in the Notice, except for that work expressly permitted by the COO. The Respondent may appeal the Suspension by submitting to the COOCAQ a verified, written response stating the reasons the Suspension should not be applied, within five calendar days after the Notice is issued. The COOCAQ shall decide the appeal as soon thereafter as practicable.
- (b) Except as otherwise provided in Section 4.4(c), from the date the Notice is issued until a decision is made by the Board, the following conditions shall apply to the Respondent:
  - (1) The Respondent may submit bids or proposals on contracts. New contract(s) may only be awarded conditionally, and if a Respondent is later debarred, the contract(s) may be terminated. The facts underlying a Respondent's proposed Debarment and other factors may be considered when evaluating such bids or proposals. When appropriate, contract awards may be delayed to allow the Board to reach a decision on the Debarment.

(2) The Respondent may continue to perform under any Board contract not identified in the Notice, unless Interim Constraints are imposed under Section 4.4(c). However, if the Respondent is debarred, the Board may not only terminate all the Respondent's existing Board contracts, but also may terminate or suspend the Respondent's participation as a subcontractor or supplier, unless an exception is granted under Section 6.4 of this Policy.

(c) When the cause or causes for Debarment are sufficiently serious and the evidence supporting Debarment is compelling or highly reliable, including but not limited to Indictment, Conviction, Civil Judgment, the filing of a Civil Enforcement Action for any of the causes listed under Section 2(a), or Debarment by another governmental entity or agency, the COOCAQ, in his or her sole discretion, may take an interim action constraining the Respondent in dealing with the Board after issuance of the Notice but before the Board makes its final decision ("Interim Constraints"). The CPO shall notify the Respondent that he or she is seeking Interim Constraints in the Notice of Proposed Debarment, or in a separate notice served in accordance with Section 4.3 ("Notice of Interim Constraints"). The COOCAQ may consider the views of the OIG and the head of any Board office, department or operational element when determining whether the Respondent should be so constrained.

(d) The Respondent shall have ten calendar days after service of the Notice or a Notice of Interim Constraints, whichever is later, to submit a verified, written response stating the reasons the Interim Constraint(s) should not be applied. No Interim Constraint shall go into effect until three calendar days after the time for response has passed, or in the case of a response, until the COOCAQ issues a decision on the imposition of Interim Constraints.

(e) If the Respondent can prove that it did not receive notice of the imposition of constraints pursuant to Section 4.4(c), the Respondent may seek reconsideration.

(f) Any Interim Constraints imposed under this Section shall remain in effect no longer than the date a final Debarment decision is rendered pursuant to Section 5.5.

#### **Section 4.5. Procedures following Notice of Proposed Debarment**

(a) In response to the Notice of Proposed Debarment, the Respondent shall have the burden of production, i.e., coming forward with sufficient information, documentation, and argument to explain why Debarment should not be imposed.

(b) Within ten calendar days after service of the Notice, the Respondent must provide Board Counsel and the COOCAQ with contact information for purposes of the Debarment, including: a contact person or attorney, address, phone and fax numbers, and, preferably, email address. Immediate written notice must be given to the Board Counsel and the COOCAQ of any changes in the contact information.

(c) Within ten calendar days after service of the Notice or any subsequent notice concerning any additional documentation that may be considered in the proceeding, the Respondent may make a written request to Board Counsel for access to the documentation the CPO has relied upon in seeking Debarment, any witness summaries or affidavits, or relevant prior Debarment decisions relating to the Respondent or an Affiliate, if these materials were not already provided to the Respondent with the Notice or otherwise. In the case of voluminous documentation, Board Counsel may instead permit the Respondent to examine any and all such materials and thereafter request copies of any or all such materials. In such case, the Respondent must pay a reasonable copying fee to the CPO. If copies cannot be made available within fourteen calendar days of receiving the request, the COOCAQ shall give the Respondent additional time to submit the answer described in Section 4.2(e). The COOCAQ will notify the Respondent and Board Counsel of such extensions.

(d) The Respondent shall submit its written Answer to the COOCAQ and serve a copy on the Board Counsel by any method set forth in Section 4.3(c), no more than 28 calendar days after receipt of the Notice. Date of submission will be the date of receipt, if by personal service, or the date of mailing or placing with a private delivery service, with proof of mailing or placement. Deliveries will be accepted only during the regular office hours of the Board Counsel and COOCAQ. The Respondent's Answer must be in writing, verified (sworn on oath before a notary public), and must include an admission, denial, or other response to each of the allegations in the Notice. The omission of a response to any allegation in the Notice shall be deemed an admission of that allegation. The Answer also must include all the facts, arguments, or other bases upon which the Respondent contests the Debarment. Any documentation supporting the Answer must be attached or, if voluminous, indexed and included separately. Should the Respondent fail to file a timely Answer to the Notice of Proposed Debarment, all of the allegations of the Notice shall be deemed to be admitted.

(e) Board Counsel may submit to the COOCAQ a written Reply to the Answer within 28 calendar days of its receipt or due date, whichever is later. Board Counsel must serve the Respondent with a copy of the Reply, if any, and any other letter, notice, requests, or filings made by Board Counsel, by any method set forth in Section 4.3(b).

(f) Leave to make written submissions by the Board Counsel or the Respondent beyond the Answer and Reply shall be at the sole discretion of the COOCAQ, upon specific request detailing the need for a further submission, or as he or she directs. Requests for further written submissions are not favored.

(g) If any material information not previously given or offered to the Respondent is introduced into the record subsequent to the Notice of Proposed Debarment or after documents are provided pursuant to Section 4.5(c), upon written request the Respondent shall have the right to file a further written submission commenting on that information within a time frame set by the COOCAQ, and the Board Counsel may file a further written response thereto. Similarly, if material information not previously given or offered to the Board is introduced into the record subsequent to the Respondent's Answer or after documents are provided pursuant to Section 4.5(c), upon written request the Board Counsel shall have the right to file a further written submission commenting on that information within a time frame set by the COOCAQ, and the Respondent may file a further written response thereto.

(h) When the Respondent believes its Answer raises a genuine issue of disputed material fact that cannot be resolved on the paper submissions and wishes to present a witness or witnesses in support of its position, the Respondent may request an in-person hearing. When requesting an in-person hearing, the Respondent must identify the fact or facts at issue and the witness or witnesses in its request. Respondent requests for in-person hearings must be part of the Answer, must demonstrate to the COOCAQ that the hearing is necessary to decide any matter(s) pertaining to the Board's decision on Debarment, and must include a detailed description of the expected testimony. Requests for in-person hearings may also be made in a similar manner and for similar reasons by Board Counsel.

(i) In-person hearings will only be granted when the COOCAQ finds that a disputed issue of material fact exists, based on the parties' written submissions. The COOCAQ may conduct the in-person hearing, or may appoint a Hearing Officer to do so. If the COOCAQ appoints a Hearing Officer, the Board shall be responsible for paying his or her reasonable fee. When an in-person hearing is ordered:

(1) The COOCAQ may limit the issues to be presented at such hearing, and shall notify the Respondent, Board Counsel, and Hearing Officer (if any) of this limitation.

(2) The individual conducting the hearing shall have the right to limit the number of witnesses and the length and scope of testimony, including but not limited to prohibiting non-relevant, cumulative, or duplicative testimony.

(3) When a Hearing Officer conducts the hearing, he or she shall prepare written factual findings. The COOCAQ may reject the Hearing Officer's findings if the COOCAQ determines those findings to be arbitrary and capricious or clearly erroneous. The Hearing Officer shall have no authority to render legal conclusions, or to determine whether conduct in question violates any law, Board Rule, policy or contract; these determinations are reserved solely to the judgment of the Board.

(4) Notice of any in-person hearing shall be given to the Respondent and to Board Counsel no less than twenty-one calendar days prior to the date and time of the hearing, and shall specify the date, time, and location, and the factual issue(s) to be examined. The Respondent and Board Counsel must submit to the opposing party and the COOCAQ or Hearing Officer, as the case may be, a list of all proposed attendees under their control no less than five calendar days prior to the in-person hearing, which list must identify the individuals who will be presented as witnesses. The COOCAQ or Hearing Officer shall have the right to limit the number of attendees present at the hearing, and to exclude witnesses from the in-person hearing when they are not testifying.

(5) Hearings shall be conducted in a manner consistent with principles of fundamental fairness. The official conducting the hearing may use flexible procedures, and is not required to follow formal rules of evidence or procedure unless such rules are adopted by the COOCAQ. Hearsay evidence may be admitted if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs, and, if admitted, will be given appropriate weight by the official conducting the hearing. A certified Court Reporter or stenographer shall be present throughout the hearing to administer oaths and to record (and if ordered, transcribe) the proceedings. The Board shall bear the cost of providing the court reporter or stenographer for the hearing, but the party ordering a transcript shall bear the cost of its preparation.

(6) The Respondent may appear with or be represented by counsel, and, as limited by Section 4.5(i)(2), shall have the right to present witnesses and to cross-examine any witnesses presented in support of the proposed Debarment. Board Counsel also shall have the right to present witnesses, as limited by Section 4.5(i)(2), and cross-examine those of the Respondent. The COOCAQ or Hearing Officer may also question the witnesses.

(7) Documents and reports of witness interviews ("statements") obtained by the OIG as part of an investigation shall be admissible, subject to subparagraph (8) below, provided they are included with or identified in the Notice or Response.

(8) The statement of a witness, relied upon by the Respondent, who is under the control of the Respondent, may not be offered or admitted into the record unless Board Counsel stipulates to its admission, or the Respondent shows good cause why the witness cannot appear. For purposes of this subsection, "statement" includes a written summary, affidavit, or other form. Witnesses under the control of the Respondent include, but are not limited to, Affiliates, employees, employees of subcontractors or suppliers of any tier, and the relatives and business associates of the Respondent or of any Person who has a beneficial interest in the contract or who exercises management or control over the Respondent. Similarly, Board Counsel may not present the statement of a witness who is under the control of the Board, unless the Respondent stipulates to its admission, or Board Counsel shows good cause why the witness cannot appear. Witnesses under the control of the Board are its employees and officials. "Good cause" for non-appearance of a witness shall be limited to military or other official service or duties preventing attendance, death, serious illness or other similar impediment, and shall be determined within the sole discretion of the COOCAO or Hearing Officer. The statements of witnesses not controlled by either party shall be accepted only if the party seeking their admission offers guarantees of the veracity and trustworthiness of the statement that the COOCAO or Hearing Officer deems sufficient. Such statements and demonstrations of "good cause" must be provided at least five calendar days prior to the in-person hearing unless otherwise allowed by the COOCAO or Hearing Officer. Reasonable accommodation will be made to facilitate presentation of witnesses. Requests relating to the presentation of witnesses should be made as early as possible. Each party may request the appearance of witnesses under the control of the other, but such requests must be made no less than fourteen calendar days prior to the in-person hearing.

(9) Exhibits or other documentary evidence not previously submitted or produced pursuant to this Section 4.5 may not be presented at the in-person hearing without the agreement of the opposing party or the prior written permission of the COOCAO or Hearing Officer.

(10) The Notice, the Answer, the Reply and any materials submitted in support of them, proofs of service, correspondence relating to the proceedings, the testimony of witnesses at the in-person hearing, if any, and the factual findings of the Hearing Officer, unless rejected by the COOCAO under Section 4.5(i), shall constitute the record.

#### **Section 4.6. Extensions of time**

Any deadline in this Section 4 may be extended in the discretion of the COOCAO, or in the case of deadlines relating solely to the in-person hearing, in the discretion of the Hearing Officer. Requests for extension of deadlines shall be in writing and shall be submitted at least five days before the deadline passes. The COOCAO or Hearing Officer shall issue a response within three days of receipt of the request. One such extension shall be granted absent extraordinary circumstances, but additional extensions are discouraged. The COOCAO or Hearing Officer will notify the Respondent and Board Counsel of any extensions as soon as practicable, by fax, email or mail.

#### **Section 4.7. Voluntary Exclusion**

(a) Board Counsel or the CPO, and a Respondent, may settle a Debarment proposal through Voluntary Exclusion as defined in Section 1.4(u), subject to the Board's approval upon Board Report.

(b) Persons who are voluntarily excluded from participation in Board contracts and transactions shall be placed on a list of excluded participants, which list shall be maintained by the CPO and disseminated to Board offices, departments and schools. This list will not be distributed to any other agency or unit of government unless required by law. However, the list is subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

(c) Any Person who participates in a Board contract or Related Transaction during the period of their Voluntary Exclusion will be deemed to have donated any goods or services so provided, will not be paid for the goods and services, and may be considered for Debarment on the basis of that participation.

**Section 4.8.** The CPO may withdraw the Notice of Proposed Debarment without prejudice for any reason prior to the Board's final decision.

**Section 5. RECOMMENDATION BY CHIEF OPERATING ADMININSTRATIVE OFFICER**

**Section 5.1.** When a Notice is based upon a Conviction, Civil Judgment, or Debarment by another government agency, the COOCAO may recommend the Board debar the Respondent on the basis of such Conviction, Civil Judgment or Debarment, and any submissions made pursuant to Section 4.

**Section 5.2.** When a Respondent fails to timely submit an Answer or otherwise admits the allegations set forth in the Notice, the COOCAO may recommend the Board debar the Respondent on the basis of such admissions. The recommendation shall include a copy of the Notice. No Debarment based on admissions may exceed the scope or duration sought in the Notice.

***Section 5.3. Debarment Recommendations and Decisions***

(a) The COOCAO shall make any other recommendation that the Board debar a Respondent on the basis of the record as defined in Section 4.5(i)(10), by Board Report. A copy of the recommendation shall be provided to the Respondent and Board Counsel within 28 calendar days by any means of service permissible under Section 4.3(a).

(b) A recommendation of Debarment shall include information:

- (1) Referring to the Notice of Proposed Debarment;
- (2) Specifying the reasons for recommending Debarment, with reference to record facts;
- (3) Stating the period and scope of the recommended Debarment, including effective dates;
- (4) Stating the effect of the recommended Debarment on the Respondent's existing Board contracts;
- (5) Stating the effect of the recommended Debarment on the Respondent's eligibility to act as a subcontractor or supplier of any tier on any existing and/or future Board contracts; and
- (6) Stating the effect of the recommended Debarment on the Respondent's Affiliates or any other individuals.

(c) The decision of the Board, in acting on the COOCAO's recommendation, shall be final. The Respondent's sole remedy shall be judicial review by a common law writ of certiorari.

**Section 5.4.** A list of debarred Persons will be distributed to the Board's offices, departments and schools, and will be published on the Board's website or any other media the Board in its discretion may choose. The Board also may share this list with other governmental entities and agencies.

**Section 5.5.** Any Interim Constraints put in place under Section 4.4 shall terminate no later than the Board's approval of the Board Report acting upon the COOCAO's recommendation of debarment under this Section. A final Debarment decision shall supersede any interim action.

**Section 6. PERIOD OF DEBARMENT, EXTENSIONS AND REDUCTIONS**

**Section 6.1.** The period of Debarment may be permanent, and may extend to any and all goods and services the Respondent has provided or may in the future seek to provide, or it may be for a stated period of time. Periods of Debarment may be imposed concurrently or consecutively, in the sole discretion of the Board.

**Section 6.2.** The COOCAO may recommend that a Debarment be cancelled prospectively or the duration and/or scope may be reduced or waived by the Board, upon the verified, written application of the debarred individual or entity, supported by documentation, for any of the following reasons:

- (a) Discovery of new material evidence within 2 years after the Board's decision, but only if this evidence could not have been discovered through reasonable diligence before the time to submit it under this Policy had passed (an affidavit explaining why the newly discovered evidence could not have been discovered in time for such submission must be attached), or conclusively documented error in the findings of the Board's decision.
- (b) Reversal of the Conviction or judgment on which the ineligibility is based.
- (c) Bona fide change in ownership and/or control of the entity, or other mitigating factors sufficient, in the discretionary judgment of the COOCAO, to remove the conditions giving rise to the conduct that led to the ineligibility, such as the mitigating factors identified in Section 3.

**Section 6.3.** An application by or on behalf of a debarred Person to reduce or waive the duration or scope of the Debarment or to cancel the Debarment, must be in writing, must state the specific bases for the application, must include all reasons and all documents the applicant intends to rely upon in support of the application, and must include the applicant's sworn oath that the statements in the application are true and correct. The COOGAQ may convene an in-person hearing regarding the application, following the procedures set out in Section 4.5, and shall make a recommendation to the Board following the procedures set out in Section 5.3.

**Section 6.4.** The COOGAQ may recommend that the Board suspend a debarred Person's ineligibility to contract with the Board in whole or in part to allow execution of a specific contract or type of contract with the Person, based on a written application by the head of an office or a department affected by the proposed contract, setting forth facts and providing documentation, which in the COOGAQ's judgment show that:

- (a) public health, safety or welfare requires the goods or services of the debarred Person, or that it is otherwise in the best interest of the Board to use the goods or services of the debarred Person, or
- (b) the Board is unable to acquire the goods or services at comparable price and quality, or in sufficient quantity, from other sources.

**Section 6.5.** During the Debarment period, the COOGAQ may recommend that the Board extend the duration and/or broaden the scope of the Debarment, if he or she determines that expansion is appropriate. However, Debarment may not be extended or broadened solely on the basis of the specific facts upon which the initial Debarment decision was based. Prior to a decision to extend the duration and/or broaden the scope of an existing Debarment, the debarred Person must be provided with notice of the recommendation and an opportunity to respond pursuant to Section 4.

**Section 7. SCOPE OF DEBARMENT — IMPUTATION**

**Section 7.1.** Fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a Vendor may be imputed to the when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Respondent, or with the Respondent's knowledge, approval, or acquiescence. The Respondent's acceptance or attempted acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

**Section 7.2.** Fraudulent, criminal, or other improper conduct of a Respondent may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the Respondent who participated in, knew of, should have known, or had reason to know of the Respondent's conduct.

**Section 7.3.** Fraudulent, criminal or other improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a Respondent that occurred in connection with the individual's performance of duties for or on behalf of the Respondent may be imputed to any other officer, director, shareholder, partner, employee, or other individual associated with that Respondent who participated in, knew of, should have known of, or had reason to know of the improper conduct.

**Section 7.4.** Fraudulent, criminal, or other improper conduct of one Person participating in a joint venture or similar arrangement may be imputed to other participating Persons or their officers, directors, shareholders, partners, employees, agents or other individuals associated with a Respondent if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these Persons or these Persons had reason to know or should have known of such conduct. Acceptance or attempted acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

**Section 7.5.** The procedures specified in Section 4 through 6 shall be followed when imposing Debarment on the basis of imputed conduct.

**Board Member Sotelo moved and Board Member Todd-Breland seconded the motion to adopt Board Reports 19-0626-RS2 through 19-0626-RS13 and 19-0626-PO1.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7**

**Nays: None**

**President del Valle thereupon declared Board Reports 19-0626-RS2 through 19-0626-RS13 and 19-0626-PO1 adopted.**

19-0626-CO1

**COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF JULY 24, 2019**

**Frank M. Clark President, and  
Members of the Board of Education**  
**Alejandra Garza**  
**Austan D. Goolsbee**  
**Jaime Guzman**  
**Dr. Mahalia A. Hines**  
**Gail D. Ward**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, July 24, 2019 will be held at:

CPS Loop Office  
 42 W. Madison Street, Garden Level, Board Room  
 Chicago, IL 60602

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on [www.cpsboe.org](http://www.cpsboe.org) or by calling (773) 553-1600.

For the July 24, 2019 Board Meeting, advance registration to speak and observe will be available beginning Monday, July 22<sup>nd</sup> at 10:30 a.m. and will close on Tuesday, July 23<sup>rd</sup> at 5:00 p.m. or until all slots are filled. You can advance register during the registration period by the following methods:

- Online: [www.cpsboe.org](http://www.cpsboe.org) (recommended)
- Phone: (773) 553-1600
- In Person: 1 North Dearborn, Suite 950

To ensure equity of access to address the Board, an individual may not speak at two (2) consecutive Board Meetings. In the event an individual registers to speak at a consecutive Board Meeting, the individual will not be called to address the Board.

Although Advance Registration is recommended, you can also register to observe a meeting on the day of a Board Meeting via:

- Same Day In Person Observer Registration: 42 W. Madison Street lobby
- Registration Time: Opens at 10:15 a.m. and will remain open for the duration of the Board Meeting

Same Day, In-Person Observer Registrations are taken on a first come, first serve basis as seats become available.

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

19-0626-EX1\*

\*[Note: The complete document will  
be posted on [cpsboe.org](http://cpsboe.org)]

**TRANSFER OF FUNDS  
Various Units and Objects**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of May. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Early College and Career - City Wide to Richard T Crane Medical Preparatory HS

Rationale: Transfer funds for student transportation.

Transfer From:
13727 Early College and Career - City Wide
324 Miscellaneous Federal, State & Local Grants
57915 Miscellaneous - Contingent Projects
221011 Improvement Of Instruction
439606 Critical Mass Year 6

Transfer To:
46641 Richard T Crane Medical Preparatory HS
324 Miscellaneous Federal, State & Local Grants
54210 Pupil Transportation
125023 Stem - Extended Student Learning
439606 Critical Mass Year 6

Amount: \$1,000

**2. Transfer from Family & Community Engagement Office to Family & Community Engagement Office**

Rationale: Book Purchase for PLI parents. 9788372274854.

Transfer From:	Transfer To:
14060 Family & Community Engagement Office	14060 Family & Community Engagement Office
115 General Education Fund	115 General Education Fund
54125 Services - Professional/Administrative	53305 Instructional Materials (Non-Digital)
221229 Back To School Campaign	300008 Community/Parent Involvement
000000 Default Value	000000 Default Value

Amount: \$1,000

**3. Transfer from Access and Enrollment to Access and Enrollment**

Rationale: Funds needed in order to reimburse marketing team for CPS marketing expenses.

Transfer From:	Transfer To:
11201 Access and Enrollment	11201 Access and Enrollment
115 General Education Fund	115 General Education Fund
54125 Services - Professional/Administrative	54215 Car Fare
221001 School Instructional Support Services	263004 Marketing
000000 Default Value	000000 Default Value

Amount: \$1,000

**4. Transfer from Austin College and Career Academy High School to Early College and Career - City Wide**

Rationale: Returning funds to CTE Department in preparation for the end of school year

Transfer From:	Transfer To:
46621 Austin College and Career Academy High School	13727 Early College and Career - City Wide
369 Title I - School Improvement Carl Perkins	369 Title I - School Improvement Carl Perkins
54505 Seminar, Fees, Subscriptions, Professional Memberships	55005 Property - Equipment
144805 Machine Operator	119035 Other Instruction Purposes - Miscellaneous
474566 Special Student Needs-C. Perkins Fy19	474566 Special Student Needs-C. Perkins Fy19

Amount: \$1,000

**5. Transfer from Roberto Clemente Community Academy High School to Early College and Career - City Wide**

Rationale: Returning funds to CTE Department in preparation for the end of school year

Transfer From:	Transfer To:
51091 Roberto Clemente Community Academy High School	13727 Early College and Career - City Wide
369 Title I - School Improvement Carl Perkins	369 Title I - School Improvement Carl Perkins
54505 Seminar, Fees, Subscriptions, Professional Memberships	55005 Property - Equipment
140505 Culinary Arts	119035 Other Instruction Purposes - Miscellaneous
474566 Special Student Needs-C. Perkins Fy19	474566 Special Student Needs-C. Perkins Fy19

Amount: \$1,000

**6. Transfer from Social Science & Civic Engagement to Roger C Sullivan High School**

Rationale: Funds to support Service Learning Program

Transfer From:	Transfer To:
10813 Social Science & Civic Engagement	46301 Roger C Sullivan High School
115 General Education Fund	115 General Education Fund
57915 Miscellaneous - Contingent Projects	57915 Miscellaneous - Contingent Projects
390003 Service Learning	390003 Service Learning
000000 Default Value	000001 Other Gen Ed Funded Programs

Amount: \$1,000

**7. Transfer from School Safety and Security Office to School Safety and Security Office**

Rationale: For office supplies.

Transfer From:	Transfer To:
10610 School Safety and Security Office	10610 School Safety and Security Office
210 Workers' & Unemployment Compensation/Tort	210 Workers' & Unemployment Compensation/Tort
54215 Car Fare	53405 Commodities - Supplies
254605 School Safety Services	254605 School Safety Services
000000 Default Value	000000 Default Value

Amount: \$1,000

8. Transfer from Family & Community Engagement Office to Family & Community Engagement Office

Rationale: Consultants expense.

Transfer From:	Transfer To:
14060 Family & Community Engagement Office	14080 Family & Community Engagement Office
324 Miscellaneous Federal, State & Local Grants	324 Miscellaneous Federal, State & Local Grants
53405 Commodities - Supplies	54125 Services - Professional/Administrative
300008 Community/Parent Involvement	300008 Community/Parent Involvement
320520 Innovative Bridge & Transition Program	320520 Innovative Bridge & Transition Program

Amount: \$1,000

1421. Transfer from Capital/Operations - City Wide to New Elementary School - South Loop ES

Rationale: Funds Transfer From Award# 2019-435-00-02 To Project# 2017-22981-NSC ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	22961 New Elementary School - South Loop ES
435 Local-South Loop School	435 Local-South Loop School
56310 Capitalized Construction	56310 Capitalized Construction
009441 New School Openings	009441 New School Openings
000098 South Loop Elementary School Project	000098 South Loop Elementary School Project

Amount: \$4,736,487

1422. Transfer from Capital/Operations - City Wide to Charles Sumner Math & Science Community Acad ES

Rationale: Funds Transfer From Award# 2019-437-00-08 To Project# 2019-31221-MCR ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	31221 Charles Sumner Math & Science Community Acad ES
437 CIP Series 2018D	437 CIP Series 2018D
56310 Capitalized Construction	56310 Capitalized Construction
009553 Roofs	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$5,561,430

1423. Transfer from Capital/Operations - City Wide to Nicholas Senn High School

Rationale: Funds Transfer From Award# 2019-437-00-07 To Project# 2019-47061-ICR ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	47061 Nicholas Senn High School
437 CIP Series 2018D	437 CIP Series 2018D
56310 Capitalized Construction	56310 Capitalized Construction
251392 Repairs & Improvements	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$8,415,800

1424. Transfer from Capital/Operations - City Wide to Whitney M Young Magnet High School

Rationale: Funds Transfer From Award# 2019-437-00-08 To Project# 2018-47101-MEP ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	47101 Whitney M Young Magnet High School
437 CIP Series 2018D	437 CIP Series 2018D
56310 Capitalized Construction	56310 Capitalized Construction
009553 Roofs	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$8,604,068

1425. Transfer from Rickover Military High School at Luther North to Capital/Operations - City Wide

Rationale: Funds Transfer From Project# 2019-56011-ICR To Award# 2019-439-00-02 ; Change Reason : NA

Transfer From:	Transfer To:
56011 Rickover Military High School at Luther North	12150 Capital/Operations - City Wide
439 Series 2018 CIT	439 Series 2018 CIT
56310 Capitalized Construction	56310 Capitalized Construction
253508 Renovations	009426 All Other
000000 Default Value	000000 Default Value

Amount: \$15,904,195

1426. Transfer from Capital/Operations - City Wide to Rickover Military High School at Luther North

Rationale: Funds Transfer From Award# 2019-425-00-02 To Project# 2019-56011-ICR ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	56011 Rickover Military High School at Luther North
425 Other State Funded Capital Grants	425 Other State Funded Capital Grants
56310 Capitalized Construction	56310 Capitalized Construction
009426 All Other	253508 Renovations
343920 Cdb - Gaming Revenue	343920 Cdb - Gaming Revenue

Amount: \$15,904,195

1427. Transfer from Thomas J Waters Elementary School to Capital/Operations - City Wide

Rationale: Funds Transfer From Project# 2019-25781-ANX To Award# 2019-439-00-01 ; Change Reason : NA

Transfer From:	Transfer To:
25781 Thomas J Waters Elementary School	12150 Capital/Operations - City Wide
439 Series 2018 CIT	439 Series 2018 CIT
56310 Capitalized Construction	56310 Capitalized Construction
009531 Additions	253518 Annex
000000 Default Value	000000 Default Value

Amount: \$21,244,357

1428. Transfer from Capital/Operations - City Wide to Thomas J Waters Elementary School

Rationale: Funds Transfer From Award# 2019-425-00-01 To Project# 2019-25781-ANX ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	25781 Thomas J Waters Elementary School
425 Other State Funded Capital Grants	425 Other State Funded Capital Grants
56310 Capitalized Construction	56310 Capitalized Construction
253518 Annex	009531 Additions
343920 Cdb - Gaming Revenue	343920 Cdb - Gaming Revenue

Amount: \$21,244,357

\*[Note: The complete document will be on File in the Office of the Board and posted on [cpsboe.org](http://cpsboe.org)]

## 19-0626-EX2

**APPROVE FIRST OPTION TO RENEW INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF FAMILY & SUPPORT SERVICES (DFSS) – THE CITY OF CHICAGO**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve first option to renew the Intergovernmental Agreement (IGA) with the Department of Family and Support Services (DFSS) – the City of Chicago to provide professional learning and assessment services at a cost set forth in the compensation section of this report. A written document exercising this option is currently being negotiated. No services shall be provided and no payment shall be made to DFSS during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**AGENCY:** Department of Family & Support Services – The City of Chicago  
 1615 W. Chicago Ave.  
 Chicago, IL 60622  
 Cerathel Burgess-Burnett, Deputy Commissioner  
 (312) 746-8545

**USER:** Office of Early Childhood Education  
 42 W. Madison Street, Garden Level  
 Chicago, IL 60602  
 Michael Abello, Chief Officer, Office of Early Childhood Education  
 (773) 553-2010

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 18-0228-EX2) in the amount of \$2,000,000 is for a term commencing March 1, 2018 and ending June 30, 2019, with the Board having two (2) options to renew for one (1) year terms.

**OPTION PERIOD:** The term of this agreement is being renewed for one (1) year commencing July 1, 2019 and ending June 30, 2020.

**OPTION PERIODS REMAINING:** There is one (1) option period for one (1) year remaining.

**DESCRIPTION:** For the past 10 years, Chicago Public Schools managed the Community Partnerships Program (CPP) and these services were under the guidance of the Office of Early Childhood Education. As July 1, 2017, CPP transitioned under the Department of Family and Support Services (DFSS) and these services need to continue to be provided utilizing the Early Childhood Block grant that allocated to Chicago Public Schools to DFSS.

**COMPENSATION:** DFSS shall be paid as set forth in the agreement. The estimated annual cost is \$1,000,000. The total amount authorized by this Board Report is \$1,000,000.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Financial Officer to execute all documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness** – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-EX3

## **APPROVE THE CONSOLIDATED DISTRICT PLAN**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board approve the Consolidated District Plan outlining the educational objectives for the district and planning processes for eleven grant-funded programs, as required by the Illinois State Board of Education (ISBE); the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA); and other legislation.

**DESCRIPTION:**

The Chief Executive Officer is requesting Board approval of the Consolidated District Plan. ISBE requires that the Consolidated District Plan is approved by the local school board. An approved Consolidated District Plan is required for approval of FY20 grant applications.

The Consolidated District Plan describes the measures the district will take to ensure all children receive a high-quality, well-rounded education and meet challenging State academic standards. The Plan expands upon the previously required Title I District Plan to include components of ten other grant-funded programs, including needs assessments, professional development plans, and stakeholder engagement efforts. The included programs are:

- Title I, Part A - Improving Basic Programs
- Title I, Part A - School Improvement Part 1003(a)
- Title I, Part D - Delinquent
- Title I, Part D - Neglected

Title II, Part A - Preparing, Training, and Recruiting High-Quality Teachers, Principals, and Other School Leaders  
 Title III - Language Instruction Educational Program (LIEP)  
 Title III - Immigrant Education  
 Title IV, Part A - Student Support and Academic Enrichment  
 IDEA, Part B - Flow-Through  
 IDEA, Part B - Preschool  
 Foster Care Transportation Plan

The Consolidated District Plan is based on the CPS five-year vision, "Success Starts Here," and is further informed by key stakeholders, including content owners. Once approved by the Board, the Office of Budget and Grants Management will submit the plan to ISBE via its electronic, online grants system. The Chief Executive Officer requests the Board delegate authority to the Grants Office to review and revise as necessary.

**FINANCIAL:** A Board-approved Consolidated District Plan is required for approval of the FY20 grant applications listed above.

## 19-0626-FN1

### AUTHORIZE PLACEMENT OF THE BOARD'S FY 2020 EXCESS LIABILITY AND PROPERTY INSURANCE PROGRAMS WITH VARIOUS INSURANCE COMPANIES THROUGH MESIROW INSURANCE SERVICES, INC.

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize Mesirow Insurance Services, Inc., (Mesirow) to place insurance policies on behalf of the Board for liability and property insurance programs in the aggregate amount not to exceed \$9.5 million and at an annual premium cost not to exceed \$9.5 million, subject to the review and approval of the Senior Vice President of Finance and, as to legal form, the General Counsel. These placements will be arranged through Mesirow, the Board's insurance broker, which was selected on a competitive basis pursuant to Board Rule 7-2. The policies of coverage constitute the contract between the Board and insurance carriers.

#### INSURANCE BROKER:

Vendor# 84715  
 Mesirow Insurance Services, Inc.  
 353 N. Clark Street  
 Chicago, Illinois 60654  
 Linda Price, Executive Vice President  
 (312) 595-7260  
 Ownership: Alliant Insurance Services, Inc. - 100%

#### USER:

Finance Department/Risk Management  
 42 West Madison Street – 2nd Floor  
 Ronald DeNard, SVP of Finance  
 (773) 553-1561

**TERM:** The term of each insurance policy shall commence on July 1, 2019, and shall end on June 30, 2020.

#### FINANCIAL:

Charge to Risk Management, Unit 12460 Fund 210. Total for FY20 not to exceed \$9.5 million.

#### GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – Any agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability –Any agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-OP1

**AUTHORIZE RENEWAL OF LEASE WITH BETH SHALOM B'NAI ZAKEM  
AT 6601 S. KEDZIE AVE FOR USE BY BARBARA VICK VILLAGE PRE-K CENTER**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize renewal of lease with Beth Shalom B'Nai Zakem Ethiopian Hebrew Congregation for space located at 6601 S. Kedzie Ave. for use by Barbara Vick Village Pre-K. A written lease renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease renewal agreement is stated below.

**LANDLORD:** Beth Shalom B'Nai Zakem Ethiopian Hebrew Congregation  
6601 S. Kedzie Ave.  
Chicago, IL 60629  
Contact: Rabbi Capers C. Funnye, Jr.  
Phone: 773.476.2924

**TENANT:** Board of Education of the City of Chicago

**PREMISES:** The building and grounds at 6601 S. Kedzie Ave. consisting of eight classrooms: 400, 401, 402, 403, 404, 405, 407, and 410; a dining area, gymnasium, and office (9,316 square feet). Use of the parking lot adjacent to the building is included.

**USE:** Pre-k classrooms for Barbara Vick Village.

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report 04-0728-OP7) was for a term commencing August 1, 2004 and ending June 30, 2009. The lease was first renewed (authorized by Board Report 09-0422-OP2) for a term commencing August 1, 2009 and ending June 30, 2014. The second renewal (authorized by 14-0423-OP1) was for a term commencing July 1, 2014 and ending June 30, 2019.

**RENEWAL TERM:** The term of this lease agreement is being renewed for a period commencing on July 1, 2019 and ending June 30, 2020.

**EARLY TERMINATION:** The Board shall have the right to terminate the lease upon 60 days' notice.

**BASE RENT:** The base rent for the Premises shall be \$97,980 annually (\$10.50 psf) for the 1 year renewal term.

**ADDITIONAL RENT:** The Board shall reimburse Landlord for gas service. Gas is estimated to be \$24,000 per year.

**MAINTENANCE:** Landlord shall be responsible for all maintenance with the exception of janitorial services, which shall be the responsibility of the Board.

**UTILITIES:** Landlord shall be responsible for all utilities except for gas, which shall be the responsibility of the Board.

**INSURANCE/DEMNIFICATION:** Any and all insurance/indemnification language shall be negotiated by the General Counsel.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the Chief Facilities Officer or their designee to execute any and all ancillary documents related to the lease renewal agreement.

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Not applicable

**FINANCIAL:** The total amount to be paid by the Board for the 1-year term is \$121,980.

Charge to Office of Real Estate:

July 1, 2019 – June 30, 2020	\$121,980*	FY20
Budget Classification: 11910-230-57705-254903-2020		

\*Amounts include estimated gas utility

FY20 funding is contingent upon budget appropriation and approval.

**GENERAL CONDITIONS:**

**Inspector General** – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness** – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-OP2**

**AUTHORIZE RENEWAL OF LICENSE AGREEMENT WITH THE BOYS & GIRLS CLUB OF CHICAGO  
LOCATED AT 2950 W 25<sup>TH</sup> ST FOR SPRY COMMUNITY LINKS HIGH SCHOOL**

Authorize renewal of license agreement with the Boys & Girls Club of Chicago for the use of space at 2950 West 25<sup>th</sup> Street for Spry Community Links High School. A written license renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written license renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license renewal agreement is stated below.

**LICENSOR:** Boys & Girls Club of Chicago, an Illinois not-for-profit corporation  
2950 W. 25<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Fernando Lopez/ Phone: (773) 247-0700/ Email: flopez@bgcc.org

**LICENSEE:** Board of Education of the City of Chicago

**PREMISES:** Portion of 2950 West 25<sup>th</sup> Street, Chicago, Illinois, consisting of 10 classrooms, gymnasium, swimming pool, locker rooms and 1 office.

**USE:** For use by students of Spry Community Links High School, located at 2400 South Marshall Boulevard, Monday through Friday from 8:00 a.m. through 3:00 p.m.

**ORIGINAL AGREEMENT:** The original agreement commenced on August 1, 2012 and ended June 30, 2013 (authorized by Board Report 12-0725-OP3). The first renewal was for a term that commenced on July 1, 2013 and ended June 30, 2016 (authorized by Board Report 13-0724-OP1.) The second renewal is for a term that commenced on July 1, 2016 and ends on June 30, 2019 (authorized by Board Report 16-0525-OP3.)

**RENEWAL TERM:** The term of this license agreement is being renewed for a period commencing on July 1, 2019 and ending June 30, 2022.

**EARLY TERMINATION:** The Board shall have the right to terminate upon 60 days' notice.

**LICENSE FEE:** The Board shall pay an annual license fee of \$90,000, to be paid monthly (\$7,500/month).

**INSURANCE/INDEMNIFICATION:** The General Counsel is authorized to negotiate all insurance and indemnification provisions.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license renewal agreement. Authorize the President and Secretary to execute the license renewal agreement. Authorize the Chief Facilities Officer or their designee to execute all ancillary documents required to administer or effectuate the license renewal agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** The total amount to be paid by the Board for the 3 year term is \$270,000.  
FY20-FY23 funding is contingent upon budget appropriation and approval. Charge to Real Estate:

July 1, 2019-June 30, 2020	\$90,000	FY20
Budget Classification 11910.230.57705.254903.000000.2020		

July 1, 2020-June 30, 2021	\$90,000	FY21
Budget Classification 11910.230.57705.254903.000000.2021		

July 1, 2021-June 30, 2022	\$90,000	FY22
Budget Classification 11910.230.57705.254903.000000.2022		

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 19-0626-OP3

#### **AUTHORIZE AGREEMENT WITH LITTLE ANGELS FAMILY DAYCARE II, INC. TO PROVIDE FUNDING FOR CONSTRUCTION OF EARLY LEARNING CHILDHOOD FACILITY TO PROVIDE UNIVERSAL PRE-SCHOOL**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize agreement to provide funding to Little Angels Family Daycare II, Inc. ("Provider") for the construction of a new universal pre-school, pre-kindergarten and early learning childhood educational facility ("Facility") for children ages birth to five and their families residing in the City of Chicago as specified below. The Facility is an integral part of the City's and CPS' Universal Full Day Pre-School for All and Ready to Learn Early Childhood Education Initiatives and Programs. A written agreement to provide funding for the construction and renovation of the Facility is being negotiated. No payment shall be made to the Provider prior to the execution of their written agreement and receipt of documentation to confirm that the Facility has been constructed in accordance with approved plans, specifications and permits, the issuance of a Certificate of Occupancy by the City of Chicago, lien waivers and invoices. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the agreement is stated below.

**OVERSIGHT:**

11860 – Facility Operations & Maintenance  
42 W. Madison  
Chicago, IL 60602  
Mary De Runtz  
773-553-2960

**PROVIDER:**

Vendor # 61660  
Little Angels Family Daycare II, Inc.  
Nashone Greer, Director  
6704-06 S. Emerald Avenue  
Chicago, Illinois 60621  
Daycare26@aol.com 773-370-3688

**DESCRIPTION:**

Little Angels Family Daycare II, Inc. is constructing a new 11,863 square foot Facility at 6704-06 S. Emerald Avenue, Chicago, Illinois, in the Englewood Community that will be used as an Early Learning Center for approximately 104 low-income children ranging from ages birth to five years of age. Provider is focused on creating and maintaining a stimulating learning environment and strong foundation that are building blocks for each child's development and future academic success. Provider will offer small and diverse class sizes to provide children and teachers the opportunity for one-on-one interactions for quality of learning and long-lasting relationships. The new Facility will include a total of ten classrooms as follows: two (2) Infant classrooms, two (2) Infant/Toddler classrooms, five (5) classrooms for children ages 2-3 and one pre-school classroom for children ages 3-5.

The common areas will include a state-of-the-art indoor/outdoor gross motor room, kitchen for catered meals, art studio and a parent resource room to provide educational and supportive services for children, staff and parents. All classrooms will be equipped with security cameras, door monitoring and communication equipment. All improvements will be ADA compliant, meet City, State and Federal life safety code requirements applicable to CPS approved early learning childhood centers. The total project cost is approximately \$3.4 Million of which CPS will contribute a maximum of \$2.4 Million for construction costs only. The capital support will be subject to the terms below.

**TERM:** The term of the agreement shall commence up on the date the agreement is fully executed and shall end upon the expiration date specified in the agreement.

**TERMINATION RIGHT:** The Board shall have the right to terminate the agreement within 30 days written notice in the event the Facility is not completed, or the Provider ceases to provide early learning childhood educational services at the Facility for children residing in the City of Chicago before July 1, 2023.

**PAYMENT TERMS:** Payments may be disbursed through a construction escrow to ensure funds are used for construction costs only and to the proper parties. Payment shall be upon receipt of architect's certificate of substantial completion, building permits and certificate of occupancy from City of Chicago, sworn statements and lien waivers for labor and materials and other documentation to certify total construction costs and expenditures.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief of Early Childhood Education Officer, the Deputy Chief Early Childhood Education Officer or the Chief of Capital Improvements to execute all ancillary documents required to administer or effectuate the agreement and payments.

**AFFIRMATIVE ACTION:** Provider is a for profit organization. This agreement is a non-procurement education contract; MBE and WBE goals are not applicable.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to: 12150 436 56310 009426 000057 2019      Fiscal Year: 2019  
 Maximum \$2.4 Million  
 Budget Classifications: Capital  
 Any future year funding is contingent upon budget appropriation and approval.

**GENERAL CONDITIONS:**

**Inspector General –** Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts –** The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness –** The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics –** The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability –** The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-AR1

**DEBARMENT OF JIAN FENG****THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:**

That the Board of Education of the City of Chicago ("Board") permanently debar Jian Feng ("Respondent") from doing any business with the Board.

Following the Office of the Inspector General's ("OIG") February 4, 2019, recommendations in Report No. 15-00099, the Board's Chief Procurement Officer served Respondent with a Notice of Proposed Debarment ("Notice") on April 23, 2019. The Notice initiated debarment proceedings against Respondent based on his conviction for one count of predatory criminal sexual assault (720 ILCS 5/11-1.40(a)(1)), a Class X felony, and one count of aggravated criminal sexual abuse (720 ILCS 5/11-1.60(c)(1)), a Class 2 felony. The Notice included a certified statement of conviction. Pursuant to section 2(a)(4) of the Board's debarment policy, adopted by Board Report 08-1217-PO1, the bases for debarment include "Conviction of or Civil Judgment for ... commission or attempted commission of any other offense ... which affects the responsibility of the [Respondent]." Debarment Policy, § 2(a)(4). Under section 4.5(d) of the Board's debarment policy, Respondent's verified answer to the Notice was due on May, 3, 2019. Debarment Policy, § 4.5(d). Respondent failed to respond to the Notice as required by section 4.5(d) of the Board's debarment policy. Further, "The omission of a response to any allegation in the Notice shall be deemed an admission of that allegation." Debarment Policy § 4.5(d). The Chief Administrative Officer has reviewed the record (as defined in section 4.5(i)(10) of the debarment policy) and recommends permanent debarment.

Based on the facts set forth in the record as defined in section 4.5(i)(10) of the Board's debarment policy and Respondent's failure to respond to the Notice, the Chief Administrative Officer recommends that the Board adopt the findings of the OIG and permanently debar Respondent from doing any business with the Board effective immediately. All existing contracts between the Board and Respondent, if any, are terminated. Respondent is ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Affirmative Action review is not applicable to this report.

**FINANCIAL:** None.

**GENERAL CONDITIONS:** None.

19-0626-AR2

**VOLUNTARY PERMANENT EXCLUSION OF TRACI BURGESS****THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:**

That the Board of Education of the City of Chicago ("Board") accept Traci Burgess's ("Respondent") agreement to a voluntary permanent exclusion from participating in the negotiation, execution, or implementation of Board contracts or related transactions as set forth in the Board's Debarment Policy ("Policy") (Board Report No. 08-1217-PO1, Adopted Dec. 17, 2008).

Following the Office of the Inspector General's ("OIG") March 8, 2018, recommendations in Report 15-00005, the Board's Chief Procurement Officer ("CPO") served Respondent with a Notice of Proposed Debarment and Interim Constraints ("Notice") on July 6, 2018. The Notice initiated debarment proceedings against Respondent based on the OIG's finding that, in her capacity as the Executive Vice President of Sales for a Chicago Public Schools ("CPS") vendor, Respondent violated CPS's ethical standards and undermined CPS's procurement processes by engaging in an ongoing pattern of treating CPS officials and staff to dinners while soliciting and receiving business from CPS. The CPO and Respondent have agreed to settle the debarment proceedings through a voluntary permanent exclusion. Section 4.7(a) of the Policy provides that, subject to the Board's approval upon Board Report, "Board Counsel or the CPO, and a Respondent, may settle a Debarment proposal through Voluntary Exclusion" as defined in Section 1.4(t) of the Policy.

The Chief Administrative Officer has reviewed OIG Report 15-00005 and the record (as defined in section 4.5(i)(10) of the Policy) and recommends that the Board accept Respondent's voluntary permanent exclusion in settlement of the debarment proceedings against Respondent.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Affirmative Action review is not applicable to this report.

**FINANCIAL:** None.

**GENERAL CONDITIONS:** None.

19-0626-PR1

**AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR  
SUPPLEMENTAL SCHOOL BASED THERAPY SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the second and final renewal agreements with various vendors to provide School Based Therapy services to all schools at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350024

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

**VENDOR:**

- 1) Vendor # 98770  
EBS HEALTHCARE, INC.  
200 Skiles Boulevard  
West Chester, PA 19382

John Gumpert  
800 578-7906

Ownership: Mark Stubits-100%

- 2) Vendor # 16226  
RCM Technologies USA Inc. dba RCM  
Health Care Services  
2500 MCCLELLAN AVE.  
PENNSAUKEN, NJ 08109

Michael Saks  
917 286-5150

Ownership: RCM Technologies, Inc.- 100%

- 3) Vendor # 16235  
THE FUTURES HEALTHCORE, LLC  
136 William Street  
Springfield, MA 01105

Brian Edwards  
800 218-9280

Ownership: Limited Liability Dr. Erin Edwards  
- 100%

**USER INFORMATION :**

Project  
Manager: 11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Adamowski, Mr. Anthony Michael

PM Contact:

11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Keenan, Ms. Elizabeth A.

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0624-PR7) in the amount of \$10,000,000 are for a term commencing on July 1, 2015 and ending June 30, 2017, with the Board having two (2) option(s) to renew for two (2) year terms. The agreements were renewed (authorized by Board Report 17-0426-PR5) for a term beginning on July 1, 2017 and ending June 30, 2019. The original agreements were awarded on a competitive basis pursuant to former Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for two (2) years commencing July 1, 2019 and ending June 30, 2021.

**OPTION PERIODS REMAINING:**

There are no remaining options.

**SCOPE OF SERVICES:**

Vendors will continue to provide supplemental staffing utilizing agency staff to cover the medical needs of students. Student needs vary, so CPS needs the flexibility to reassign and redeploy related service providers (RSPs) to schools.

**DELIVERABLES:**

Vendors will continue to provide consistent and reliable RSP staffing to any school that they are deployed. These RSPs will be fully trained to serve the diverse therapy needs of students. The selected vendors will also help CPS find, recruit and hire these hard to fill positions to ensure the district has proper staffing coverage.

**OUTCOMES:**

Vendors' services will result in better quality of care in a fiscally responsible way. By Vendors executing the scope of work with excellence, CPS should realize both of these desired outcomes.

**COMPENSATION:**

Vendors shall be paid an hourly rate. Estimated annual aggregate costs for all Vendors for the two (2) year term are set forth below:

\$1,700,000 FY20  
\$1,700,000 FY21

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief of Diverse Learners Supports and Services to execute all ancillary documents required to administer or effectuate this option.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 114, Office of Diverse Learner Supports and Services, Unit #11675

\$1,700,000 FY20  
\$1,700,000 FY21

Not to exceed \$3,400,000 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-PR2

**AUTHORIZE NEW AGREEMENTS WITH VENDORS FOR  
THE PURCHASE OF EDUCATIONAL SUPPLIES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize new agreements with vendors for the purchase of educational supplies at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-4 which authorizes the Board to purchase through government purchasing cooperative contracts. The Cooperative Purchasing Network (OMNIA Partners) issued an RFP (Solicitation# 14-16) and subsequently entered into contracts with School Specialty, Inc. (Contract Number: R141608) and Lakeshore Learning Materials (Contract Number: R141604). Written agreements for this purchase are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

**VENDOR:**

- 1) Vendor # 26218  
SCHOOL SPECIALTY, INC  
W6316 DESIGN DRIVE  
GREENVILLE, WI 54942-0000

Stephen Herren  
888 388-3224

For Profit: Gene T Preta-24.2%, Frigate Ventures LP (Bruce Winson, Adam Spears, Moez Kassam) -11.4%

- 2) Vendor # 18171  
LAKESHORE EQUIPMENT COMPANY DBA  
LAKESHORE LEARNING MATERIALS  
2695 E DOMINGUEZ ST  
CARSON, CA 90895

Tery Amaya  
310 537-8600

For Profit: Charles P. Kaplan-37.1%,  
Michael A. Kaplan-37.1%

**USER INFORMATION :**

Project Manager: 11385 - Early Childhood Development - City Wide  
42 West Madison Street  
Chicago, IL 60602  
Kim, Mr. David  
773-553-2010

PM Contact: 11360 - Early Childhood Development  
42 West Madison Street  
Chicago, IL 60602  
Abello, Mr. Michael Christian  
773-553-2010

**TERM:**

The term of each agreement shall commence on July 1, 2019 and shall end June 30, 2020. The agreements shall have two (2) options to renew for terms of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Vendors will provide classroom educational and associated supplies to schools, network offices and central office departments at the prices specified in their respective agreement for the following categories: 1. Classroom Supplies 2. Art Supplies and 3. Early Childhood Supplies.

**OUTCOMES:**

This purchase will result in the centralized procurement of classroom educational supplies with increased savings on all classroom educational supplies purchased by CPS.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their agreement; total cost not to exceed the sum of \$18,000,000 in the aggregate for all vendors.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Early Childhood Education Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (MWBE Program), the goals for this contract are 30% MBE and 7% WBE. The Office of Business Diversity has granted a partial waiver and the Prime vendor has committed to the participation goals of 30% MBE and 7% WBE of applicable spend.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Funds: Various

Various Units

\$18,000,000, FY20

Total cost not to exceed the sum of \$18,000,000 in the aggregate for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-PR4**

**AUTHORIZE A NEW AGREEMENT WITH THE INSTITUTE FOR EXCELLENCE IN EDUCATION DBA  
NATIONAL CHARTER SCHOOLS INSTITUTE FOR A SCHOOL OVERSIGHT SYSTEM**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize a new agreement with The Institute for Excellence in Education DBA National Charter Schools Institute to provide a web-based school oversight system, to the Office of Innovation and Incubation at an annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 2, 2019 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on April 1, 2019, found here: [cps.edu/procurement](http://cps.edu/procurement). The item will remain on the Procurement website until the June 26, 2019 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's Single/Sole Source Committee Charter. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

**VENDOR:**

- 1) Vendor # 17400  
THE INSTITUTE FOR EXCELLENCE IN  
EDUCATION DBA NATIONAL CHARTER  
SCHOOLS INSTITUTE  
711 W. PICKARD ST. STE M  
MT. PLEASANT, MI 48858

Jackie Mullkin  
989 317-3510

Ownership: Non Profit

**USER INFORMATION :**

Project Manager: 13610 - Innovation and Incubation  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Saba, Ms. Jennifer M  
  
773-553-2197

PM Contact:  
11110 - Network Support  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Kirby, Miss Elizabeth Anne  
  
773-553-3026

**TERM:**

The term of this agreement shall commence on July 1, 2019 and shall end June 30, 2020. This agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

The vendor will provide a web-based school oversight system, Epicenter, to the Office of Innovation and Incubation. Epicenter will monitor school contractual and legal oversight for all charter and contract schools and alternative learning opportunity programs. Epicenter will follow the Office of Innovation and Incubation master calendar for school reporting and will collect and monitor the submission of all school management, legally required and financial documents. Epicenter will store all submitted documents, track updates to school and board contact information, streamline authorization processes and generate up to date dashboards and reports on completion and submission of all legally requested documents and financial status according to financial metrics of contractual expectations.

**DELIVERABLES:**

The vendor will provide a web-based school oversight system, Epicenter, trainings for Office of Innovation and Incubation staff, schools and school board members and ongoing technical support for Epicenter.

**OUTCOMES:**

Vendor's services will result in the efficiency and information needed that allows staff to focus on quality and ensuring the district fulfills its responsibilities as a school authorizer. This system will process applications, manage compliance, automate workflow and evaluate school performance.

**COMPENSATION:**

Vendor shall be paid as follows in the estimated annual cost for the one (1) year term set forth below:  
\$150,000, FY20

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Schools Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for a Not-for-profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Innovation and Incubation, Unit 13610

\$150,000.00, FY20

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-PR5**

**AMEND BOARD REPORT 18-1024-PR2**  
**AUTHORIZE A NEW AGREEMENT WITH ARBITERSPORTS, LLC. FOR ONLINE OFFICIAL FEE PAYMENT SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize a new agreement with ArbitrSports, LLC. to provide online payment services for the purpose of compensating sports officials to the Office of Sports Administration and all participating high schools. Vendor was selected on a non-competitive basis: This item was presented to the Single/Sole Source Committee on September 27, 2018 and approved by the Chief Procurement Officer. Upon approval, as a Single Source, the item was published on the Procurement website, on October 2, 2018 found here: cps.edu/procurement. The item will remain on the Procurement website until the October 24, 2018 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's "Single/Sole Source Committee Charter." A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This June 2019 amendment is necessary to revise the term as indicated in the term section of this Board Report and add additional language to include both JPMorgan Chase Bank, National Association and Bank of Utah as trustees for transactional authorization on said account. The written agreement for Vendor's services is currently being negotiated and will include the amended term. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report.

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

1) Vendor # 26516  
ArbiterSports, LLC  
235 W Sego Lily Drive Suite 200  
Sandy, UT 84070  
Spencer Evans  
801 702-8025

Ownership: Serent Capital II, L.P. - 68.1%;  
no other shareholder owns more than 10%

2) Vendor # 58545  
JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION  
1111 POLARIS PARKWAY  
COLUMBUS, OH 43240

312 732-6988  
Ownership: JPMorgan Chase and Co. -  
100%

3) Vendor # 42825  
BANK OF UTAH  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

801 409-5406  
Ownership: BOU Bankcorp Inc. - 100%

**USER INFORMATION :**

Project Manager: 13737 - Sports Administration and Facilities Management - City Wide  
2651 W. Washington Blvd  
Chicago, IL 60612  
Kemp, Mr. Karl A  
773-553-6725

**TERM:**

The term of this agreement shall commence on November 1, 2018 July 1, 2019 and shall end June 30, 20192020. This agreement shall have two one (2) (1) options to renew for a periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

ArbiterSports, LLC. will provide access to an automated payment service for the purpose of compensating all sports officials assigned through the Office of Sports Administration for the remainder of fiscal year 2019. Schools will be given access to sub-accounts to administer payments to all verified sports officials for athletic competitions authorized by Office of Sports Administration, and approved locally by the Athletic Director of the respective high school.

The implementation of this agreement will eliminate the need for the current process of transferring funds from the Office of Sports Administration's 115 fund into the internal accounts of each participating school. Where, upon receipt of funds, schools manually created checks from their internal accounts for the confirmed sport officials for their respective events. In addition to the elimination of manual checks, this service will also provide auditing and reporting tools to ensure the appropriate use of board funds for the specified sport and level official fee payment.

**DELIVERABLES:**

Vendor will provide access to online systems for the Board Office of Sports administration to create a master account for the purpose of initial seasonal deposits.

Vendor will provide access to sub-accounts for all participating high schools for the purpose of administering payment through the online system.

Vendor will provide technical support by way of the following: Annual in-person training, access to webinars and unlimited phone support for all participating CPS high schools and the Office of Sports Administration.

Vendor will provide reporting data as fashioned by the Office of Sports Administration upon final approval of agreement.

Vendor will collect, provide to all sports officials all tax related documents (collection of W-9s and disbursement of 1099s).

**OUTCOMES:**

Vendor's services will result in a more efficient and streamlined process for administering payments to sports officials of high school and elementary athletics. Additional benefits to be recognized will be a more controlled management of district funds as it relates to the compensation of sports officials and oversight for any unused funds to be appropriately refunded back to the Office of Sports Administration.

Elimination of the current process of transferring seasonal official fees from the Office of Sports Administration into local internal accounts of each school.

**COMPENSATION:**

Vendor shall be paid a 2.7 % service fee for the payments made to the sports officials for district competitions. Vendor's fee shall be approximately \$27,000. The balance shall be deposited seasonally into an ArbiterPay master account to be used to pay sports officials. The total to be paid to vendor shall not exceed \$1,027,000.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Executive Director of Sports Administration to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for proprietary software.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Unit 13737, Sports Administration and Facilities Management

\$1,027,000, FY1920

Not to exceed \$1,027,000 for the fiscal year. Programmatic cost of \$1,000,000.00 should be deposited incrementally into an ArbiterPay master account to be used to pay sports officials. The total cost of the program plus the vendor's fee shall not exceed \$1,027,000.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-PR6

**REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

This report details the award of Capital Improvement Program construction contracts in the total amount of \$14,774,496.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-2 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$931,209.26 as listed in the attached June Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-13 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

**FINANCIAL:** Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 412, 425, 427, 431, 435, 436, 437, 439, 485, 486, 487 & 488 will be used for all Change Orders (June Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A  
June  
2019

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Chicago Academy Prescott	All-Bry	3563093	GC	\$ 199,910.00	3/17/2019	8/31/2019	2019	0%	30%	0%
Chase, Polaris, Noble UIC, Frazier	All-Bry M2L, Inc	3566210 3574107,	GC VT	\$ 2982,080.00 \$ 227,800.00	3/5/2019 3/4/2019	8/31/2019 8/31/2019	2019	54%	0%	20%
		3574108,					2019	0%	93%	0%
		3574110,					2019	0%	0%	7%
Belding Mitchell Summer (VT)	Tyler Lane Construction PhiPaschen Candor Electric	3574113 3574881 3576791	GC GC VT	\$ 3,573,286.00 \$ 398,000.00 \$ 163,500.00	3/4/2019 3/12/2019 3/15/2019	8/31/2019 8/31/2019 8/31/2019	2019	11%	16%	4%
Audubon Higgins Bright, Sheridan	Tyler Lane Construction PhiPaschen All-Bry	3578255 3581894 3581862, 3581859	GC GC GC	\$ 3,689,000.00 \$ 2,891,000.00 \$ 650,000.00	3/12/2019 3/26/2019 3/26/2019	8/31/2019 8/31/2019 8/31/2019	2019	0%	37%	0%
							2019	0%	11%	0%
							2019	0%	37%	0%
							2019	0%	37%	27%
									\$ 14,774,496.00	

Reasons

- 1.Safety
- 2.Code Compliance
- 3.Fire Code Violations
- 4.Deteriorated Exterior Conditions
- 5.Priority Mechanical Needs
- 6.ADA Compliance
- 7.Support for Educational Portfolio Strategy
- 8.Support for Other District Initiatives
- 9.External Funding Provided

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

These change order approval cycles range from

03/01/2019 to 03/31/2019

5/28/19  
 Page 1 of 12

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Total Change Orders	Total Change Amount	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
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**Capital/Operations - City Wide**

2018 42 W Madison PTG 2018-12150-PTG

Murphy & Jones Co., Inc.

Change Order Descriptions

Change Date

App Date

Contractor to provide manufacturer one-year service agreement for the 1st floor west entry doors, including one additional overtime service visit outside of the standard agreement.

**Louis A Agassiz Elementary School**

2018 Agassiz UAF 2018-22031-UAF

Kee Construction, LLC

Change Order Descriptions

Change Date

App Date

Contractor to provide labor and material to disconnect and install conduit and wiring from building to existing line in landscape bed.

02/14/19 03/11/19

Contractor to provide labor and material for cleaning manhole structures at basketball court and turf

area and to raise him to grade and install solid lid cover.

**Newton Bateman Elementary School**

2018 Bateman MEF 2018-22171-MEP

K.R. Miller Contractors, Inc.

Change Order Descriptions

Change Date

App Date

Contractor to provide labor and material to install revised light fixture configuration.

03/01/19 03/18/19

Error - Architect

Project Total: \$44,162.00

Project Total: \$3,388.00

Project Total: \$8,050.67

The following change orders have been approved and are being reported to the Board in arms.

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

5/28/19  
 Page 2 of 12

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
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**Newton Bateman Elementary School**

2018 Bateman NPL 2018-22171-NPL

All-Bry Construction Company

Change Order Descriptions

Reason Code:

ADA Conformance

Project Total: \$6,676.35

Contractor to provide labor and material to install two additional ADA parking spaces.

Reason Code:

ADA Conformance

Project Total: \$6,676.35

**Bouchet Academy**

2018 Bouchet ROF 2018-22371-ROF

All-Bry Construction Company

Change Order Descriptions

Reason Code:

3481943 / 3512362

Project Total: \$5,127.64

Contractor to provide labor and material to remove and install new exhaust fan motor required for new

Discovered Conditions

HVAC unit operation.

Omission - Architect

\$2,658.78

Project Total: \$5,127.64

**John C Burroughs School**

2018 Burroughs ACD 2018-22481-ACD

Courtesy Electric Inc.

Change Order Descriptions

Reason Code:

3484988

Project Total: -\$364.00

Contractor to provide credit for uninstalled window shades at selected locations from base scope.

Owner Directed

-\$364.00

Project Total: -\$364.00

The following change orders have been approved and are being reported to the Board in annexes.

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

**MARCH 2019**  
**5/28/19**  
**These change order approval cycles range from  
 03/01/2019 to 03/31/2019**  
**Page 3 of 12**

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>George F Cassell School</b>									
2018 Cassell MCR	Old Veteran Construction, Inc	2018-22651-MCR	\$4,666,865.88	22	\$365,463.44	\$5,032,329.32	7.83%		
Change Date	App Date	Change Order Descriptions						Reason Code	
01/11/19	03/18/19	Contractor to provide labor and material to remove and replace concrete sidewalk.						School Request	3485389 / 3512368
<b>Project Total: \$32,117.92</b>									
<b>Dwight Clinton School</b>									
2018 Clinton MCR	The George Solitt Construction Co.	2018-22751-MCR	\$13,332,254.00	21	\$274,983.00	\$13,607,237.00	2.03%		
Change Date	App Date	Change Order Descriptions						Reason Code	
03/24/19	03/29/19	Contractor to provide labor and material to install conduit and wiring to connect duct smoke detectors to the new fire alarm system.						Discovered Conditions	3508609 / 3512370
02/25/19	03/11/19	Contractor to provide labor and material to remove existing deteriorated steel grate and damaged concrete. Contractor to provide reinforced concrete and approved stone infill of existing area well near boiler house.						Discovered Conditions	\$6,345.00
01/21/19	03/11/19	Contractor to provide labor and material to remove and install new stair treads and risers with resilient finish in annex building.						School Request	\$29,307.00
<b>Project Total: \$37,788.00</b>									
<b>Charles Gates Dawes School</b>									
2018 Dawes ACD	Courtesy Electric Inc.	2018-22801-ACD	\$103,125.00	1	-\$2,028.00	\$101,097.00	-1.97%		
Change Date	App Date	Change Order Descriptions						Reason Code	
03/19/19	03/26/19	Contractor to provide credit for uninstalled window shades at select locations from base scope of work.						Owner Directed	3485300 -\$2,028.00
<b>Project Total: -\$2,028.00</b>									

The following change orders have been approved and are being reported to the Board in annexes.

**CPS**
**Chicago Public Schools  
Capital Improvement Program**
**MARCH 2019**

These change order approval cycles range from

03/01/2019 to 03/31/2019

**5/28/19**  
**Page 4 of 12**
**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	PO Number	Oracle Board Rpt Number
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**Eugene Field School**

2018 Field ROF	2018-23211-ROF	F.H. Paschen, S.N. Nielsen & Assoc.	\$3,472,000.00	16	-\$8,528.71	\$3,463,470.29	-0.25%	Reason Code	
<u>Change Order Descriptions</u>									
01/14/19	03/26/19	Contractor to provide labor and material to install power feed to existing exhaust fan.						Commission - AOR	\$5,068.11
01/14/19	03/26/19	Contractor to provide labor and material to repair existing boiler insulation and associated piping.						Discovered Conditions	\$2,228.12
03/14/19	03/26/19	Contractor to provide labor and material to provide additional plaster patching and paint at auditorium.						Discovered Conditions	\$6,037.76
									<u>Project Total: \$13,333.99</u>

**Joseph E Gary School**

2017 Gary MCR	2017-23111-MCR	Tyler Lane Construction, Inc.	\$10,710,348.00	46	\$808,961.00	\$11,519,309.00	7.55%	Reason Code	
<u>Change Order Descriptions</u>									
03/06/19	03/18/19	Contractor to provide labor and material to remove asphalt flooring covering stair treads and risers and to apply a bead of caulk to the backside of the new rubber treads to address the uneven edging.						Commission - AOR	\$13,228.00
03/06/19	03/18/19	Contractor to provide labor and material to clean and wax corridor flooring.						Owner Directed	\$7,420.00
03/06/19	03/18/19	Contractor to provide labor and material to install new elevator signage at all vestibules per Chicago Code and CPS specification updates.						Owner Directed	\$1,060.00
03/06/19	03/18/19	Contractor to provide labor and material to install re-route new gas piping for the emergency generator per site visit with Peoples Gas.						Discovered Conditions	\$4,538.00
									<u>Project Total: \$26,246.00</u>

The following change orders have been approved and are being reported to the Board of members.

**CPS**

**Chicago Public Schools**  
**Capital Improvement Program**

**MARCH 2019**

These change order approval cycles range from

03/01/2019 to 03/31/2019

5/28/19

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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
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St. Turblus	2017 St. Turblus CSP 2017-23521-CSP Friedler Construction Co.	Change Order Descriptions	\$7,883,000.00	22	\$363,035.15	\$8,246,035.15	4.61%	Reason Code	
03/09/19	03/18/19	Contractor to provide labor and material to remove, relocate or cap select plumbing throughout the school. Contractor to rod and televise new installs.						Discovered Conditions	3500206
03/22/19	03/29/19	Contractor to provide labor and material to remove and replace VCT floor tile at select locations, including abatement of ACM.						Owner Directed	
03/09/19	03/18/19	Contractor to provide labor and material to install select GFI outlets and lighting fixtures in select areas of the school.						Owner Directed	\$4,587.68

Project Total: \$32,214.88

**Halgren A Haugan**

Change Date	App Date	Change Order Descriptions
02/27/19	03/01/19	Contractor to provide labor and material to move existing furniture, prime, scrape loose ceiling paint at select locations.

Project Total: \$6,397,313.72

3.01%

Reason Code

3496134 / 3514105

Discovered Conditions

Project Total: \$200,556.38

**Joseph Jungman Elementary School**

Change Date	App Date	Change Order Descriptions
03/11/19	03/19/19	Contractor to provide labor and material to remove existing light fixtures in classroom 202, furnish and install (9) F-2 fixtures in classroom 202, install (2) exit signs in classroom 204, and install new 6-round core and grille at broadcast studio.

Project Total: \$21,780.10

The following change orders have been approved and are being reported to the Board in annual.

**CPS**  
Chicago Public Schools  
Capital Improvement Program

**MARCH 2019**

These change order approval cycles range from  
03/01/2019 to 03/31/2019

5/28/19  
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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
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George B McClellan Elementary School 2018 McClellan MCR 2018-24421-MCR	The George Sollitt Construction Co.		\$6,260,752.00	11	\$146,333.94	\$6,407,085.94	2.34%	Reason Code	
Change Date	App Date	Change Order Descriptions							
02/16/19	03/18/19	Contractor to provide labor and material to relocate existing electrical feed for the fire alarm to allow for the elevator install.						Discovered Conditions	3516347

  

02/16/19	03/11/19	Contractor to provide labor and material to install new duplex receptacle, data and phone drop for a total of five desks with new wall mounted raceway. Contractor to connect new voice/data outlets to nearest shared concentrator enclosure. School requested a change in use of room during construction.						School Request	\$9,664.53
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Project Total: \$41,815.48

**Sidney Sawyer School**

2018 Sawyer ROF 2018-25231-ROF

Friedler Construction Co.

Change Date	App Date	Change Order Descriptions							
04/30/18	03/18/19	Contractor to provide labor and material to perform a baseline testing and balance report.						Owner Directed	\$1,265.00
									Project Total: \$1,265.00

**Sidney Sawyer School**

2018 Sawyer ROF 2018-25231-ROF

Friedler Construction Co.

Change Date	App Date	Change Order Descriptions							
03/18/19	03/29/19	Contractor to provide labor and material to provide new masonry wall coating.						Discoverd Conditions	3482029 / 3514111
03/18/19	03/26/19	Contractor to provide labor and material to provide moveable mulition on connecting canopy doors in order to remove school show equipment.						School Request	\$2,120.00

Project Total: \$34,784.12

The following change orders have been approved and are being reported to the Board in arms

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

These change order approval cycles range from  
 03/01/2019 to 03/31/2019

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<b>CHANGE ORDER LOG</b>						
School	Vendor	Project Number	Original Contract Amount	Total Change Orders	Revised Contract Amount	PO Number
Morton School of Excellence 2017 Morton NCP 2017-26091-NCP Frieder Construction Co.		\$1,188,800.00	9	\$109,113.64	\$1,297,913.64	9.18% Reason Code

Change Date	App Date	Change Order Descriptions	Contractor to provide labor and material to run new wire as needed to provide a functioning lighting circuit.	Omission - AOR	
11/03/18	03/18/19				<b>Project Total: \$7,515.24</b>

Change Date	App Date	Change Order Descriptions	Contractor to provide credit for uninstalled window shades at select locations from base scope of work.	Owner Directed	
03/19/19	03/26/19				<b>Project Total: -\$728.00</b>

Change Date	App Date	Change Order Descriptions	Contractor to provide labor and material to provide new window A/C units required to replace non-functioning units.	School Request	
01/15/19	03/18/19				<b>Project Total: -\$728.00</b>
01/15/19	03/18/19		Contractor to provide labor and material to provide new power supply to existing exhaust fans at select toilet room locations.	Discovered Conditions	<b>Project Total: \$86,301.00</b>

The following change orders have been approved and are being reported to the Board in annexes

**CPS**

**Chicago Public Schools**  
**Capital Improvement Program**

**MARCH 2019**

**5/28/19**  
**These change order approval cycles range from**  
**03/01/2019 to 03/31/2019**

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	PO Number	Oracle Board Rpt Number
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**Roald Amundsen High School****2017 Amundsen UAF 2017-46031-UAF****Friedler Construction Co.****Change Order Descriptions****Change Date****App Date****Contractor to provide labor and material to repair utility catch basin structures where blocks were****discovered to be deteriorating.****Contractor to repair adjacent sewer piping as necessary.****02/19/19****03/19/19****Contractor to provide labor and material to provide additional striping at the coaches boxes at turf field.****03/13/19****03/19/19****Contractor to provide a credit for the two storage servers in two classrooms.****Project Total: \$24,361.93****Roald Amundsen High School****2018 Amundsen ICR 2018-46034-ICR****K.R. Miller Contractors, Inc****Change Order Descriptions****Change Date****App Date****Contractor to provide a credit for the two storage servers in two classrooms.****Project Total: \$56,188.30****Eric Solerio Academy High School****2018 Solerio ICR 2018-46101-ICR****F.H. Paschen, S.N. Nielsen & Assoc****Change Order Descriptions****Change Date****App Date****Contractor to provide labor and material to furnish and install one (1) fire damper at EG-1, furnish and****install one (9) F-2 light fixture at makers space 029, provide an additional data outlet and duplex****receptacles at Classroom 221, and install new access panel for service of exhaust fan and soffit.****Contractor to furnish and install additional terrazzo floor needed for additional plumbing demolition at****janitor's closet and remove and re-install acoustical panels per Chord Reel installation.****Project Total: \$48,968.34**

The following change orders have been approved and are being reported to the Board in annual

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

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<b>CHANGE ORDER LOG</b>				
These change order approval cycles range from 03/01/2019 to 03/31/2019				

School	Vendor	Project Number	Change Order Description	Original Contract Amount	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Hyde Park Career Academy</b>									
2018 Hyde Park ROF 2018-46171-ROF Tyler Lane Construction, Inc.									
Change Date	App Date								
03/20/19	03/26/19		Contractor to provide labor and material to prep existing floor trench with self-leveling underlayment.	\$15,249.728.00	32	\$849,025.00	\$16,098,753.00	5.57%	Reason Code
03/20/19	03/26/19		Contractor to provide labor and material to remove and replace all existing speaker covers in cafeteria						Discovered Conditions
			141.						
10/11/18	03/26/19		Contractor to provide labor and material to remove and replace non-code compliant items, including covers for all existing open junction boxes, Romex wiring and outlets.						School Request
03/04/19	03/26/19		Contractor to provide credit for uninstalled reinforced steel over plates determined not required due to site visit and structural analysis.						
10/11/18	03/27/19		Contractor to provide credit for reduction of required roofing insulation on west half of roof S.						Site Inspect Direction
03/04/19	03/18/19		Contractor to provide credit of labor for uninstalled faucet installation.						
<b>Lake View High School</b>									
2016 Lake View MCR 2016-46211-MCR CCC JV									
Change Date	App Date		Change Order Description						
03/19/19	03/19/19		Contractor to provide labor and material to install two (2) basement floor cleanouts, three (3) new flapper valves and all associated demo, excavation and concrete replacement costs to mitigate basement flooding.	\$2,428,000.00	23	\$507,211.20	\$2,935,211.20	20.39%	Reason Code
03/19/19	03/19/19		Contractor to provide labor and material to troubleshoot controls and repair dampers, actuators, transducers, thermostats and zone controllers across all seven AHUs.						School Request
<b>Project Total: \$63,255.00</b>									
<b>Project Total: \$87,317.86</b>									

The following change orders have been approved and are being reported to the Board in annexes.

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

			CHANGE ORDER LOG					
School	Vendor	Project Number	Original Contract Amount	Total Change Orders	Total Change Orders	Reworded Contract Amount	Total % of Contract	Oracle PO Number

<b>Carl Schurz High School</b>			These change order approval cycles range from 03/01/2019 to 03/31/2019			5/28/19								
<b>CHANGE ORDER LOG</b>														
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Change Date	App Date	Change Order Descriptions	Original Contract Amount	Total Change Orders	Total Change Orders	Reworded Contract Amount	Total % of Contract	Oracle PO Number						
03/19/19	03/29/19	Contractor to provide labor and material to install security cameras, which includes new conduit, network switch, enclosure, and junction box.	\$2,486,000.00	4	\$86,615.61	\$2,572,615.61	3.48%	Reason Code						
								3515298						
								\$33,321.00						
<hr/>														
<b>William Howard Taft High School</b>														
<b>2018 Taft UAF 2018-46311-UAF</b>														
Friedler Construction Co.														
Change Date	App Date	Change Order Descriptions	Original Contract Amount	Total Change Orders	Total Change Orders	Reworded Contract Amount	Total % of Contract	Reason Code						
03/06/19	03/18/19	Contractor to provide labor and material to provide additional height to the back bleacher fence and apply privacy screen as agreed to with the Alderman and community.	\$2,547,800.00	4	\$634,805.00	\$3,182,605.00	24.92%							
								3516337						
								\$14,133.00						
<hr/>														
<b>Lindblom Math and Science Academy High School</b>														
<b>2017 Lindblom ROF 2017-46511-ROF</b>														
Sandsmith Venture														
Change Date	App Date	Change Order Descriptions	Original Contract Amount	Total Change Orders	Total Change Orders	Reworded Contract Amount	Total % of Contract	Reason Code						
03/20/19	03/29/19	Contractor to provide labor and material to replace existing swimming pool acid metering pump.	\$326,000.00	8	\$25,075.78	\$351,075.78	7.69%							
02/12/19	03/11/19	Contractor to provide labor and material to replace section of 4-inch cast iron discharge drain piping and provides new cast iron and fittings and copper piping and fittings.						3515380						
03/20/19	03/29/19	Contractor to provide labor and material to install automatic vent damper and controller at existing flue exhaust duct chamber connected to swimming pool heater.						\$1,151.96						
								\$3,029.48						
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<b>Project Total: \$33,321.00</b>														
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<b>Project Total: \$7,588.28</b>														
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The following change orders have been approved and are being reported to the Board in arms.

**CPS**  
**Chicago Public Schools**  
**Capital Improvement Program**

			These change order approval cycles range from 03/01/2019 to 03/31/2019			5/28/19			
			CHANGE ORDER LOG			Page 11 of 12			
School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Richard T Crane Medical Preparatory HS</b>									

Change Date	App Date	Change Order Descriptions	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Reason Code	Oracle PO Number	Board Rpt Number
03/19/19	03/29/19	Contractor to provide labor and material to furnish and install new soffit to accommodate four (4) new light fixtures and duct work.	\$435,079.53	1	\$22,553.55	\$457,633.08	5.18%		3535897	\$22,553.55
<b>Richard T Crane Medical Preparatory HS</b>										
2018 Crane ICR 2018-46841-ICR	F.H. Paschen, S.N. Nielsen & Assoc		\$1,378,443.00	12	\$135,241.00	\$1,513,684.00	9.81%			
Change Date	App Date	Change Order Descriptions	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Reason Code		
03/20/19	03/26/19	Contractor to provide labor and material to increase expansion tank one size to 57 gallons.						Omission - AOR	3564610	\$1,099.00
<b>Chicago High School For Agricultural Sciences</b>										
2018 Chicago Ag ACD 2018-47091-ACD	Courtesy Electric Inc.		\$37,125.00	1	-\$104.00	\$37,021.00	-0.28%			
Change Date	App Date	Change Order Descriptions	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Reason Code		
03/19/19	03/26/19	Contractor to provide credit for uninstalled window shades at select locations from base scope.						Owner Directed	3485260	-\$104.00
<b>Chicago High School for Agricultural Sciences</b>										
2018 Chicago Ag MEP 2018-47091-MEP	CCC JV		\$336,000.00	1	\$3,784.20	\$339,784.20	1.13%			
Change Date	App Date	Change Order Descriptions	Original Contract Amount	Number of Change Orders	Total Change Orders	Raised Contract Amount	Total % of Contract	Reason Code	3556241/3556147	\$3,784.20
03/19/19	03/19/19	Contractor to provide labor and material to furnish (2) 3-phase EFC starters.						Omission - AOR		

The following change orders have been approved and are being reported to the Board in annexes.

**CPS**  
Chicago Public Schools  
Capital Improvement Program

**MARCH 2019**

These change order approval cycles range from

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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	PO Number	Oracle Rpt Number
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**Infinity Math Science and Technology High School**

**2018 Infinity ICR 2018-56151-ICR**

F.H. Paschen, S.N. Nielsen & Assoc

**Change Date App Date**

Change Order Descriptions

Contractor to provide labor and material to furnish and install one interactive TV.

Change Date	App Date	Change Order Descriptions
03/11/19	03/19/19	Contractor to provide labor and material to furnish and install one interactive TV.

**Hope Institute Learning Academy**

**2018 Hope Institute ICR 2018-63031-ICR**

K.R. Miller Contractors, Inc

**Change Date App Date**

Change Order Descriptions

Contractor to provide labor and material to LBP mitigation and patch and paint in select classroom walls and ceilings various electrical wiring for new sub-panel and light switches.

Change Date	App Date	Change Order Descriptions
03/20/19	03/26/19	Contractor to provide labor and material to LBP mitigation and patch and paint in select classroom walls and ceilings various electrical wiring for new sub-panel and light switches.

**Eckersall Stadium**

**2016 Eckersall Stadium UAF 2016-68010-UAF**

Reliable & Associates

**Change Date App Date**

Change Order Descriptions

Contractor to provide additional access to the press box, which includes changing the material from aluminum to steel for the panels, guard rail frame, guard rail supports, fence posts and steps.

Change Date	App Date	Change Order Descriptions
03/04/19	03/18/19	Contractor to provide additional access to the press box, which includes changing the material from aluminum to steel for the panels, guard rail frame, guard rail supports, fence posts and steps.

Project Total: \$5,796.69

Project Total: \$6,796.60

**Total Change Orders for this Period \$931,209.26**

The following change orders have been approved and are being reported to the Board in memo.

19-0626-PR7

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS  
TO PROVIDE SAFE SITES AND SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize new agreements with various vendors to provide Safe Haven Sites and Services in 37 different sites/ locations at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number : 19-350014

Contract Administrator : Wright, Mr. Thaddeus / 773-553-2280

**USER INFORMATION :**

Project Manager: 14060 - Family & Community Engagement Office

42 West Madison Street

Chicago, IL 60602

Conley, Mr. Alan B

773-553-6672

PM Contact: 14060 - Family & Community Engagement Office

42 West Madison Street

Chicago, IL 60602

Johnson, Mr. Herald V

773-553-2525

**TERM:**

The term of each agreement shall commence on July 1, 2019 and shall end June 30, 2020. The agreements shall have two (2) options to renew for a period of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendors shall provide sites and services to elementary and/or high school students in at least 37 different sites/locations during designated time periods throughout the school year in the targeted communities. Vendors shall include workshops on study skills, conflict resolution, anger management, character building, and positive communication and provide safe places for the students to go after school, during summer, winter and spring breaks, and whenever there are any emergency services that are needed during the year.

**OUTCOMES:**

Vendors' services shall result in the following outcomes: (1) Students likelihood to participate in violent behavior or become a victim of violence is reduced. (2) Parents are provided child care support during daytime hours while students receive educational enrichment activities including: problem solving, positive communication strategies, anger management strategies, and discussions about violence in the community, guidance regarding truancy prevention, and tutoring in a safe environment during non-school hours.

**COMPENSATION:**

Vendors shall be paid during the term as specified in their respective agreement:

Estimated annual costs for the one (1) year term are set forth below:

\$1,900,000 in the aggregate for all vendors, FY20

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief of Office and Faith Based Initiatives to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is exempt as this pool is comprised of not-for-profit organizations.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Funds: 324 and 115

Unit 14060

FY20 \$1,900,000

Total cost not to exceed the sum of \$1,900,000 in the aggregate for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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1)	Vendor # 31492  ALLEN METROPOLITAN CME CHURCH 10946 SOUTH LOWE CHICAGO, IL 60628  Dr. David Bryant Jr. 312 576-9849  Ownership: Not-For-Profit	4)  Vendor # 98198  CAREY TERCENTENARY AME CHURCH 1448 S. HOMAN CHICAGO, IL 60623  Walter Harris Sr. 708 785-9838  Ownership: Not-For-Profit
2)	Vendor # 37537  ALLIANCE FOR COMMUNITY PEACE 7740 SOUTH EBERHART AVE CHICAGO, IL 60619  Dr. Walter B. Johnson Jr. 773 846-8830  Ownership: Not-For-Profit	5)  Vendor # 11359  CATHOLIC BISHOP OF CHICAGO - ST. SABINA CHURCH 1210 WEST 78TH CHICAGO, IL 60620  Michael Pfleger 773 483-4333  Ownership: Not-For-Profit
3)	Vendor # 10869  BRIGHT STAR COMMUNITY OUTREACH 4518 S. COTTAGE GROVE., 1ST FLR. CHICAGO, IL 60653  Nichole Carter 773 373-5220  Ownership: Not-For-Profit	6)  Vendor # 94898  CHANCE AFTER CHANCE MINISTRY NFP 305-09 NORTH CICERO CHICAGO, IL 60644  Belinda Martin 773 386-7778  Ownership: Not-For-Profit

<p>7)                   Vendor # 40518</p> <p>CHICAGO TABERNACLE OF THE ASSEMBLIES OF GOD 3231 N CICERO CHICAGO, IL 60641</p> <p>Jose Figueroa 773 583-7344</p> <p>Ownership: Not-For-Profit</p>	<p>10)                  Vendor # 31568</p> <p>CORINTHIAN TEMPLE CHURCH OF GOD IN CHRIST 4520 W WASHINGTON BLVD CHICAGO, IL 60624</p> <p>David Todd Whittley 773 626-1971</p> <p>Ownership: Not-For-Profit</p>
<p>8)                  Vendor # 31493</p> <p>CHRISTIAN FELLOWSHIP FLOCK SOUTH 10724 S EWING AVE CHICAGO, IL 60617</p> <p>Emily Cabrales 773 678-0703</p> <p>Ownership: Not-For-Profit</p>	<p>11)                 Vendor # 98392</p> <p>FAMILY EMPOWERMENT CENTER 1533 WEST DEVON AVE CHICAGO, IL 60660</p> <p>Carlos Perez 773 262-0760</p> <p>Ownership: Not-For-Profit</p>
<p>9)                  Vendor # 40351</p> <p>CONCORD MISSIONARY BAPTIST CHURCH 6319-21 S. KIMBARK AVE CHICAGO, IL 60637</p> <p>Dr. Kenneth Phelps 630 890-7606</p> <p>Ownership: Not-For-Profit</p>	<p>12)                 Vendor # 31546</p> <p>GRACE AND PEACE FELLOWSHIP, INC. 2100 N KILDARE CHICAGO, IL 60639</p> <p>Angelina Zayas 773 489-5949</p> <p>Ownership: Not-For-Profit</p>

13)	Vendor # 24060  GRANT MEMORIAL AME CHURCH 4017 S. DREXEL BLVD. CHICAGO, IL 60653	16)	Vendor # 98395  HEIRS OF THE PROMISE MINISTRIES 4821 W. CHICAGO AVENUE CHICAGO, IL 60651
	Adam Eberhardt  773 285-5819		Chrystal Kyles  773 367-1076
	Ownership: Not-For-Profit		Ownership: Not-For-Profit
14)	Vendor # 98394  GREATER HOLY TEMPLE CHURCH OF GOD IN CHRIST 246 N. CALIFORNIA AVE CHICAGO, IL 60612	17)	Vendor # 31519  HOME OF LIFE COMMUNITY DEVELOPMENT CORP. 4650 WEST MADISON STREET CHICAGO, IL 60644
	Joyce Walker  773 722-9430		Delores Sheppard  773 626-8655
	Ownership: Not-For-Profit		Ownership: Not-For-Profit
15)	Vendor # 23719  HARTZELL MEMORIAL UMC 3330 S. KING DRIVE CHICAGO, IL 60616	18)	Vendor # 98397  HOPE COMMUNITY ADVENT CHRISTIAN CHURCH 5900 WEST IOWA STREET CHICAGO, IL 60651
	Andrea Davidson  312 842-9551		Steve Epting Sr.  773 921-2243
	Ownership: Not-For-Profit		Ownership: Not-For-Profit

<p>19) Vendor # 98398 I.C.A.R.E. MINISTRIES OUT OF SCHOOL TIME PROGRAM 4925 W. DIVISION ST CHICAGO, IL 60651</p> <p>Annie Cross 773 287-4630</p> <p>Ownership: Not-For-Profit</p>	<p>22) Vendor # 45042 JUDAH INTERNATIONAL OUTREACH MINISTRIES, INC. 856 N. PULASKI CHICAGO, IL 60651</p> <p>Jeanette Williams 773 770-3739</p> <p>Ownership: Not-For-Profit</p>
<p>20) Vendor # 13924 INSTITUTE FOR POSITIVE LIVING 435 E. 35TH ST., 2ND FLR CHICAGO, IL 60616</p> <p>Marrice Coverson 773 924-9802</p> <p>Ownership: Not-For-Profit</p>	<p>23) Vendor # 31495 KING OF GLORY TABERNACLE CHURCH OF GOD IN CHRIST 2314 W 83RD ST CHICAGO, IL 60617</p> <p>Dawn Hodges 773 757-9682</p> <p>Ownership: Not-For-Profit</p>
<p>21) Vendor # 98399 JESUS WORD CENTER CHURCH 4224 W. 13TH ST. CHICAGO, IL 60623</p> <p>Mattie Phillips 773 762-2432</p> <p>Ownership: Not-For-Profit</p>	<p>24) Vendor # 45044 MAPLE PARK UNITED METHODIST CHURCH 11705 S. ELIZABETH ST. CHICAGO, IL 60643</p> <p>Carla Williams 773 928-5220</p> <p>Ownership: Not-For-Profit</p>

<p>25) Vendor # 94620            NEW LIFE CENTERS OF CHICAGOLAND,            NFP            4101 WEST 51ST STREET            CHICAGO, IL 60632</p> <p>Matt DeMatoe            773 838-9470</p> <p>Ownership: Not-For-Profit</p>	<p>28) Vendor # 98500            REHOBOTH APOSTOLIC WORSHIP CENTER            9130-40 S. VINCENNES AVE.            CHICAGO, IL 60620</p> <p>Dana Thornton            773 239-3032</p> <p>Ownership: Not-For-Profit</p>
<p>26) Vendor # 42822            NEW LIFE COVENANT CHURCH SOUTH            EAST            5517 S MICHIGAN AVE            CHICAGO, IL 60637</p> <p>Laverne Thomas            773 358-9389</p> <p>Ownership: Not-For-Profit</p>	<p>29) Vendor # 31491            RIVER CITY COMMUNITY DEVELOPMENT            CENTER            3709 W GRAND            CHICAGO, IL 60651</p> <p>Elizabeth Galik            773 336-2384</p> <p>Ownership: Not-For-Profit</p>
<p>27) Vendor # 31496            PEOPLE'S CHURCH OF GOD IN CHRIST            3570 W FIFTHE AVENUE            CHICAGO, IL 60624</p> <p>Christine Eaddy            773 533-6877</p> <p>Ownership: Not-For-Profit</p>	<p>30) Vendor # 99156            ROCK OF SALVATION SANCTIFIED BAPTIST            CHURCH            5350 W. BLOOMINGDALE AVE.            CHICAGO, IL 60639</p> <p>Pearlie Johnson            773 680-4836</p> <p>Ownership: Not-For-Profit</p>

31)	Vendor # 28652  SEMBRANDO EL FUTURO 1305 N HAMLIN CHICAGO, IL 60651  Aurelia Rosa 773 603-1304  Ownership: Not-For-Profit	34)	Vendor # 98400  SUNRISE BAPTIST CHURCH 1101 S. CENTRAL PARK AVE CHICAGO, IL 60624  Jimmy Storey 773 265-1810  Ownership: Not-For-Profit
32)	Vendor # 31497  STONE COMMUNITY DEVELOPMENT CORPORATION NFP 4938 WEST CHICAGO AVENUE CHICAGO, IL 60651  Ernest Allen Jr. 773 379-1750  Ownership: Not-For-Profit	35)	Vendor # 99333  TURNER MEMORIAL AFRICAN METHODIST EPISCOPAL CHURCH 3610 South Giles Avenue Chicago, IL 60653  Sheila Freelon 773 548-4111  Ownership: Not-For-Profit
33)	Vendor # 45043  STOREHOUSE MINISTRIES 5701 W. MONTROSE CHICAGO, IL 60634  Ludyn Ramos 773 557-9002  Ownership: Not-For-Profit	36)	Vendor # 99222  WOODLAWN BAPTIST CHURCH INC 6207 SOUTH UNIVERSITY AVE CHICAGO, IL 60637  Jeffery Campbell 773 643-0123  Ownership: Not-For-Profit
37)		36)	Vendor # 45045  WORSHIP WARMING CENTER DBA KINGDOM CULTURE INTERNATIONAL MINISTRIES 1910 SOUTH KEDZIE AVE CHICAGO, IL  Kierra Lucas 630 696-6368  Ownership: Not-For-Profit

19-0626-PR8

AMEND BOARD REPORT 18-1205-PR14  
**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH STAPLES CONTRACTS AND  
 COMMERCIAL, INC FOR PURCHASE OF OFFICE SUPPLIES AND RELATED PRODUCTS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the first renewal agreement with Staples Contracts and Commercial, Inc to provide office supplies and related products to all schools and departments at an estimated annual cost set forth in the Compensation Section of this report. No payment shall be made to Vendor prior to the execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This June 2019 amendment is necessary to increase the not to exceed amount by \$3,000,000 based on projected usage for the remaining term of the agreement. No written amendment of the agreement is required.

Reference NJPA contract: 010615

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

- 1) Vendor # 31975  
STAPLES CONTRACTS & COMMERCIAL,  
LLC  
500 STAPLES DRIVE  
FRAMINGHAM, MA 01702  
Dennis Nyhan  
630 222-8266

Ownership: Staples, Inc 100%

**USER INFORMATION :**

Project 12210 - Procurement and Contracts Office  
Manager: 42 West Madison Street  
Chicago, IL 60602  
Mayfield, Mr. Charles Edward  
773-553-2901

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #17-1206-PR11) in the amount of \$2,000,000 is for a term commencing March 1, 2018 and ending February 28, 2019 with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing March 1, 2019 and ending February 29, 2020.

**OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide office supplies and related products including copy paper, writing instruments, ink and desk accessories.

**DELIVERABLES:**

Vendor will continue to provide discounted office supplies and related products to all schools and departments.

**OUTCOMES:**

Vendor's services will result in schools and departments being offered the most competitive prices on office supplies and related products through vendor's ability to provide low-cost alternatives to the most popular office supply needs.

**COMPENSATION:**

Vendor shall be paid during the option period as specified in the agreement; estimated annual costs for this option term are set forth below:

\$700,000 \$2,000,000, FY19  
\$1,300,000 \$3,000,000, FY20

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Projects, this contract is in full compliance of the M/WBE goals with 30% (MBE) and 7% (WBE). The vendor has scheduled the following firms:

Total MBE: 30%  
Guy Brown  
7111 Commerce Way  
Brentwood, Tennessee 37027  
Ownership: Teresa Vazquez

Total WBE: 7%  
 Scout Sourcing Inc.  
 1580 N. Northwest Hwy, Ste 217  
 Park Ridge, IL 60068  
 Ownership: Nancy Walsh

**LSC REVIEW:**  
 Local School Council approval is not applicable to this report.

**FINANCIAL:**  
 Various Funds, All Units  
 \$700,000 ~~\$2,000,000~~ FY19  
 \$1,300,000 ~~\$3,000,000~~ FY20

Not to exceed ~~\$2,000,000~~ ~~\$5,000,000~~ for 12 month period. Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 19-0626-PR9

**AMEND BOARD REPORT 18-1024-PR8**  
**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH MYTHICS, INC. FOR ORACLE**  
**INFRASTRUCTURE UPGRADES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the first renewal agreement with Mythics, Inc. to provide Oracle Infrastructure Upgrades to Information and Technology Services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during this option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This June 2019 amendment is necessary to (1) amend the renewal term which will now cover FY20, FY21, and FY22; (2) increase the not to exceed amount for the amended renewal term; and (3) add an additional option period. These amendments are necessary to purchase additional hardware and support services to update the hardware of the existing CPS Enterprise Financial Systems; to setup a Disaster Recovery environment; provide for additional system redundancy; and enable CPS to increase encryption of financial data. The amended scope is within the scope of the RFP issued by Region 4 Education Service Center ("ESC") and the Vendor Contract entered into pursuant to that RFP. A written amendment is currently being negotiated. No new products or services shall be provided by Vendor and no payment shall be made to Vendor for any new products or services prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event of the written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this amendment is stated below.

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

- 1) Vendor # 15536  
**MYTHICS, INC.**  
 1439 N. GRAT NECK ROAD  
 VIRGINIA BEACH, VA 23454  
 Eddie Escobar  
 757 233-8077

Ownership: Michael Hillier - 51%, R Scott LaRose - 49%

**USER INFORMATION :**

Project 12510 - Information & Technology Services  
 Manager: 42 West Madison Street  
 Chicago, IL 60602  
 Muppalla, Mr. Prakash  
 773-553-5643

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 15-1216-PR12) in the amount of \$2,500,000 is for a term commencing January 1, 2016 and ending December 31, 2018, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2019 and ending December 31, 2019 June 30, 2022.

**OPTION PERIODS REMAINING:**

There is one (1) are two (2) option periods for one (1) year each remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide Oracle Infrastructure upgrades that will position CPS for longer term process and infrastructure streamlining. Mythics Inc. upgrades to Oracle infrastructure will both refresh the equipment and associated infrastructure support methodology. Vendor will also provide support to update the hardware of aging Enterprise Financial Systems, set up a Disaster Recovery environment, provide additional redundancy, and increase encryption of financial data.

**DELIVERABLES:**

Vendor will continue to provide upgrades to Oracle infrastructure to support CPS' core financial systems to solve the current limitations of the existing Enterprise Financial System (EFS) infrastructure, including the inability to apply software upgrades, functional enhancement requests, and the ability to introduce additional audit capabilities and reporting. Existing EFS infrastructure will be updated and replaced; a Disaster Recovery environment will be set up; and financial data will be more encrypted.

**OUTCOMES:**

Vendor's services will result in infrastructure as a service (IaaS) leasing of an engineered system to support CPS financial systems; database platform as a service (PaaS); disaster recovery; data encryption; and Oracle management cloud monitoring.

**COMPENSATION:**

Estimated annual costs for this option period are set forth below:

\$400,000 FY19 \$623,235 FY19 \$400,000 FY20 \$2,623,235 FY20 \$2,000,000 FY21 \$2,000,000 FY22

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement and amendment.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, as the scope of work is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, ITS, Unit 12510  
\$400,000 FY19 \$623,235.00 FY19  
\$400,000 FY20 \$2,623,235.00 FY20  
\$2,000,000.00 FY21  
\$2,000,000.00 FY22

Not to exceed \$800,000 \$7,246,470.00 for the one (1) forty-two (42) year month term.

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-PR10**

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH OMICRON TECHNOLOGIES, INC. FOR SCHOOL KEY CARD SYSTEMS AND ASSOCIATED SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the extension of the agreement with Omicron Technologies, Inc. for the purchase of software and support services to all schools at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on May 7, 2019 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on May 7, 2019, found here: [cps.edu/procurement](http://cps.edu/procurement). The item will remain on the Procurement website until the June 26, 2019 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter. No payment shall be made to the Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

- 1) Vendor # 22049  
OMICRON TECHNOLOGIES, INC.  
6348 N MILWAUKEE AVE., STE 328  
CHICAGO, IL 60646

Lionel Rabb  
773 553-8267

Ownership: Lionel Rabb - 100%

**USER INFORMATION :**

Project Manager: 12510 - Information & Technology Services  
42 West Madison Street  
Chicago, IL 60602  
Gallagher, Mr. Patrick F.  
773-553-3475

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 04-0922-PR9) in the amount of \$5,000,000 was for a term commencing October 1, 2004 and ending September 30, 2009, with the Board having two (2) options to renew for one (1) year terms each. The agreement was renewed (authorized by Board Report 09-0923-PR10) for a period commencing October 1, 2009 and ending September 30, 2010. The agreement was further renewed (authorized by Board Report 10-0922-PR10) for a period commencing October 1, 2010 and ending September 30, 2011. The agreement was subsequently extended (authorized

by Board Report 11-0928-PR8) for a period commencing October 1, 2011 and ending September 30, 2012 and amended (authorized by Board Report 11-0928-PR8) to add an additional option to renew. The agreement was further extended (authorized by Board Report 12-0925-PR7) for a period commencing October 1, 2012 and ending June 30, 2013. The agreement was further extended (authorized by Board Report 13-0626-PR36) for a period commencing July 1, 2013 and ending June 30, 2015. The agreement was further extended (authorized by Board Report 15-0826-PR9) in the amount of \$3,000,000 for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis. The agreement was further extended (authorized by Board Report 17-0524-PR10) in the amount of \$2,500,000 for a term commencing July 1, 2017 and ending June 30, 2019. The original agreement was awarded on a non-competitive basis.

**EXTENSION PERIOD:**

The term of this agreement is being extended for one (1) year commencing July 1, 2019 and ending June 30, 2020.

**SCOPE OF SERVICES:**

Omicron's Verify was one of five software packages that make up the Board's previous Student Information System (IMPACT). The new Aspen Student Information System which went live in April of 2019, took over a majority of the functionality that Verify offered including student incident management, student fees, as well as loss and theft claims. The key card/school ID generation and tracking functionality along with student visitor management capabilities will remain with the vendor Omicron, in a newly branded software package called Focus. Omicron will also continue to provide select schools the Student Logger software product. The Focus software product as well as Student Logger are supported by a help desk, managed and manned by Omicron.

**DELIVERABLES:**

The Focus software product will contain the following modules that the Board's schools currently utilize:

- Student ID Module
- Building Access Module for students
- Visitor tracking module

Omicron's Student Logger is an online communication tool that provides a school with the ability to easily track and manage a student's behavioral and academic development. The Student Logger is embedded within the Focus system used by select Board schools.

Vendor will continue to provide help desk services via phone and the web. Services are provided throughout the school year including summer classes/school.

**OUTCOMES:**

Vendor's services will result in the implementation and operation of Board's student ID systems. Specific outcome areas are listed below:

Student ID Fulfillment Services, Software Licensing for school-based ID creation, building access and visitor tracking functionality as well as the Student Logger software product. Omicron will support their software products by providing help desk services via phone and the web.

**COMPENSATION:**

Vendor shall be paid during this extension period according to the terms of the agreement. Estimated annual costs for the one (1) year extension period are set forth below:

\$463,721 FY20

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for proprietary software.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various funds, ITS, Unit 12510:

\$463,721 FY20

Not to exceed \$463,721.00 for the one (1) year extension term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-PR11**

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS  
FOR BANKING AND CASH MANAGEMENT SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize new agreements with various vendors to provide banking and cash management services at a total cost not to exceed \$2,100,000 for the three (3) year term of the agreements at an estimated aggregate annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to the execution of their written agreements. The authority granted herein shall automatically rescind in the event each respective written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 18-350048

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

- 1) Vendor # 18606  
PNC BANK, NATIONAL ASSOCIATION  
1 NORTH FRANKLIN  
CHICAGO, IL 60606

Mr. Jonathan Casiano  
312 338-2295

Ownership: Publicly Traded Company

- 2) Vendor # 14474  
AMALGAMATED BANK OF CHICAGO  
30 N. LASALLE STREET  
CHICAGO, IL 60602

Mr. David Paxton  
312 822-3183

Ownership: Amalgamated Investment -  
100%

- 3) Vendor # 58545  
JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION  
10 SOUTH DEARBORN., STE IL1-1228  
CHICAGO, IL 60603

Joanne Meulendyke  
312 732-6988

Ownership: JPMorgan Chase and Co. -  
100%

**USER INFORMATION :**

Project Manager: 12440 - Treasury  
42 West Madison Street  
Chicago, IL 60602  
Stock, Mr. Walter M  
773-553-2795

**TERM:**

The term of these agreements shall commence on July 1, 2019 and shall end June 30, 2022. These agreements shall have one (1) option to renew for a period of two (2) years.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate these agreements with 30 days written notice.

**SCOPE OF SERVICES:**

Vendors will provide Commercial Banking Services for the following Service Groups:

1. Corporate Banking: CPS' main checking and investment accounts for direct deposits to employees and vendors, including reconciliation of the accounts (JPMorgan Chase Bank, National Association).
2. Consolidated or School Banking: CPS' checking and investment accounts for all CPS schools, including reconciliation of the accounts (JPMorgan Chase Bank, National Association).
3. Electronic Disbursement Interchange (EDI) Services: CPS' electronic payment account for vendor and child support payments (JPMorgan Chase Bank, National Association).
4. Lockbox Processing: CPS' account for miscellaneous revenues, including the bank account and check processing/reconciliation (JPMorgan Chase Bank, National Association).
5. Check Printing Services: CPS' physical check printing for payroll and vendor payments (JPMorgan Chase Bank, National Association).
6. Cash Collections: CPS' cash collections from high schools and elementary schools lunchroom collections, Including bank account and counting/reconciliation of cash collected (Amalgamated Bank of Chicago).
7. Purchasing Cards - CPS' account for vendor payments on Board's corporate cards (PNC Bank, National Association).

**DELIVERABLES:**

Vendors will provide:

1. General: Vendors will provide adequate customer services to address any issues that arise as well as an easily accessible online portal for statements and reporting.
2. Corporate Banking: JPMorgan Chase Bank, National Association will process the payroll file for paying employees through direct deposit, positive pay (active confirmation of outgoing payments), stop payments and wire transfers, among other services. Vendor will provide an upload of all bank information into the Board's systems to provide reconciliation services. Vendor will provide an earned allowance credit collateralized by approved securities on depository balances. Vendor will have the technological capability to safeguard payment and the Board's financial information.
3. Consolidated Banking: JPMorgan Chase Bank, National Association will establish and maintain over 550 school checking accounts (Internal Accounts), establish school investment accounts, process deposits at vault and branch locations. Vendor will provide and upload all bank information into the Oracle IAMS system and provide reconciliation services. Vendor will provide an earned allowance credit collateralized by approved securities on depository balances.
4. EDI: JPMorgan Chase Bank National Association will process Electronic Data Interchange (EDI) payment services to all CPS vendors and process child support payments and ACH Returns and provide online reporting and report reconciliation. Vendor will provide an earned allowance credit collateralized by approved securities on depository balances. Vendor will have the technological capability to safeguard payment and the Board's financial information.
5. Lockbox Processing: JPMorgan Chase Bank National Association will collect miscellaneous revenues and credit the collections to the Board's main bank account and provide online reporting and account reconciliation.
6. Check Printing Services: JP Morgan Chase Bank, National Association will provide check printing services for payroll and accounts payable to vendors in a customized check and statement printing format.

7. Cash Collections: Amalgamated Bank of Chicago will provide coin and currency deposit processing for elementary and high schools lunchrooms and offices and provide online reporting and report reconciliation. Vendors will take certain security precautions in this cash collection process.

8. Purchasing Cards: PNC Bank, National Association will provide purchasing cards and offer ghost cards as well as assist in the marketing of the program to new vendors.

**OUTCOMES:**

Vendors' services will result in:

- The recommended vendor selection with the new agreements is expected to generate over \$3.75mm of savings to CPS over 5-years.
- The overall group of banking vendors will continue to be diversified by the use of 3 vendors. Multiple banking relationships are important ways to manage bank counterparty risk as well as develop different avenues of bank lending capacity.
- Negotiated new contract pricing that is expected to generate over \$2.5mm of savings through lower fees paid over 5-years.
- Negotiated an updated higher cash rebate based on a percentage of the CPS credit card spend.
- Negotiated a new overnight credit limit that will provide for the elimination of the 2 day pre-payroll funding, and at the onset of the new agreement payroll will be funded on the date of payroll. This will provide an additional 52 days of interest earned per year on deposits that could generate over \$1.25 million of interest over 5-years.

**COMPENSATION:**

Vendors shall be paid as specified in their respective agreements; total compensation for the initial term shall not exceed \$2,100,000 in the aggregate for all Vendors.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to vendors in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Senior Vice President of Finance or the Chief Financial Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is waived of the M/WBE participation goals of 30 %MBE and 7% WBE because the contract is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Treasury Department, 12440

FY20 \$700,000  
FY21 \$700,000  
FY22 \$700,000

Not to exceed \$2,100,000.00 in the aggregate for the three (3) year term.  
Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

19-0626-PR12

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH VARIOUS VENDORS FOR EXECUTIVE  
SEARCH SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the first renewal agreement with various vendors to provide executive search services to recruit and fill cabinet officer, and/or senior executive level positions at an annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to Vendors during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator :      **Cantero, Mrs. Nanzi / 773-553-2280**

**USER INFORMATION :**

Project Manager:      **11010 - Talent Office**  
**42 West Madison Street**  
**Chicago, IL 60602**  
**Jordan, Ms. Christina**

**ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report 18-0627-PR18) in the amount of \$175,000 in the aggregate for all vendors are for a term commencing upon execution and ending June 30, 2019, with the Board having two (2) options to renew for a one (1) year term. The original agreements were awarded on a competitive basis pursuant to former Board Rule 7-2.

**OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing July 1, 2019 and ending June 30, 2020.

**OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

**SCOPE OF SERVICES:**

The executive search firms will be expected to complete the following requirements for each search:

- Complete an intake meeting (e.g. in-person or virtually) with designated CPS staff to determine key candidate attributes to include in the final job description. Identify and recommend changes to existing job description(s) as applicable or create and provide new competency-based job description(s).
- Outline a national recruitment strategy for each search inclusive of a marketing plan (e.g. job board postings, passive candidate search plan, referral sourcing, targeted association or external org outreach, etc.).
- Recruit and complete the initial screen and evaluation of applicants. Provide written summary post interviews detailing viable candidates' key strengths, opportunity areas, requested salary and suggested areas for additional probing for applicants referred for interviews with CPS leadership.
- Provide weekly update report outlining clear data tracking metrics for candidates in process including the number of candidates currently engaged at each step (e.g. screening, interview, rejections, etc.).
- Develop and provide interview question guides for CPS interviews and rating rubrics.
- Manage correspondence with unsuccessful candidates in a timely and respectful manner.
- Coordinate with designated CPS staff to schedule interviews and candidate communication as necessary.
- Perform other evaluative functions as required in the course of the search process.

**DELIVERABLES:**

The executive search firms will:

- Develop and coordinate the execution of an effective, timely search strategy for designed executive and/or officer positions.
- Complete in-take meeting and submit finalized job description for each position based on discussions with designated CPS representatives.
- Finalize evaluation criteria, based on discussions with CPS staff, which address the established minimum qualifications for each position.
- Develop and submit an effective recruitment strategy and marketing/advertising plan.
- Conduct direct sourcing of prospective candidates for each position.
- Conduct in-depth reviews of candidates' credentials using the established evaluation criteria and produce a full report on each viable candidate.
- Select and submit most qualified candidates for review by CPS representatives.
- Advise CPS representatives on interview strategies, techniques, questions, process, timing, and evaluation criteria on a regular, ongoing basis.

- Coordinate interviews and other logistics needed for candidates during the interview process (as needed).
- Assure and maintain proper confidentiality regarding the search process during and after completion of the engagement.
- Submit weekly update report of candidates in process, results of marketing/advertising campaign, and search status.
- Manage correspondence with all unsuccessful prospects and candidates in a timely and respectful manner.

**OUTCOMES:**

Vendors' services will result in the recruitment of diverse high-performing talent nationally both internal and external to education to fill two (2) to five (5) cabinet, office, and/or senior executive level positions within district annually as needed.

**COMPENSATION:**

Vendors shall be paid during this option period as specified in their respective agreements, total compensation shall not exceed \$175,000 in the aggregate for all vendors.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (MWBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 4 vendors including 1 WBE. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Talent Office, Unit: #11010

\$175,000, FY20

Not to exceed \$175,000 in the aggregate for the one (1) year renewal term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

	4)	
1)	Vendor # 18825	Vendor # 19586
	ALMA ADVISORY GROUP LLC 1525 E 53RD ST STE 530 CHICAGO, IL 60615	MICHAEL MONTOYA DBA STRONGER CONSULTING INC 4629 CASS ST #218 SAN DIEGO, CA 92109
	Monica Rosen	Michael Montoya
	773 966-4998	310 699-1629
	Ownership: Monica Rosen - 100%	Ownership: Michael Montoya - 100%
2)	Vendor # 19590	
	BRIDGEPOINT ASSOCIATES, LLC 370 CAMINO GARDENS BLVD, SUITE 330 BOCA RATON, FL 33432	
	Jeffrey Balfour	
	561 3258270	
	Ownership: Jeffrey Balfour - 100%	
3)	Vendor # 80157	
	ECRA GROUP INCORPORATED 1475 E. WOODFIELD RD 14TH FLR SCHAUMBURG, IL 60173	
	John Gatta	
	847 318-0072	
	Ownership: Louis Gatta - 54% and John Gatta - 46%	

**19-0626-PR13**

**AMEND BOARD REPORT 17-1206-PR18**  
**AUTHORIZE THE FIFTH AND FINAL RENEWAL AGREEMENT WITH IRON MOUNTAIN**  
**INFORMATION MANAGEMENT, LLC FOR OFFSITE RECORD STORAGE SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the fifth and final renewal agreement with Iron Mountain Information Management, LLC (Iron Mountain) to provide offsite record storage services to CPS schools, departments, and administrative offices at a cost set forth in the Compensation Section of this report. Iron Mountain is the successor-in-interest to Recall Total Information Management, Inc. A written document exercising this option is currently being negotiated. No payment shall be made to Iron Mountain Information Management, LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

The Board and vendor previously entered into a first amendment to the fifth renewal agreement pursuant to former Board Rule 7-15 in order to extend the term of the agreement through February 24, 2020. This June 2019 amendment is necessary to further extend the term through June 24, 2020 and to increase the total cost reflected in the Compensation Section of this report to an amount not to exceed \$511,000. A written amendment is required.

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

**VENDOR:**

- 1) Vendor # 17979  
 IRON MOUNTAIN INFORMATION  
 MANAGEMENT, LLC  
 ONE FEDERAL STREET  
 (HEADQUARTERS)  
 BOSTON, MA 02110  
 Kristin Roberts  
 773 793-8915

Ownership: More than 100 shareholders  
 with less than 10% interest.

**USER INFORMATION :**

Project 10210 - Law Office  
 Manager: 42 West Madison Street  
 Chicago, IL 60602  
 Izban, Miss Susan M  
 773-553-1700

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0225-PR3) in the amount of \$1,500,000.00 was for a term commencing February 25, 2009 and ending February 24, 2014 with the Board having five (5) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 13-1218-PR18 as amended) for a term commencing February 25, 2014 through February 24, 2015 and renewed a second time (authorized by Board Report 15-0128-PR10) for a term commencing February 25, 2015 through February 24, 2016. The third option to renew was exercised (authorized by Board Report 16-0127-PR14) for a term commencing February 25, 2016 and ending February 24, 2017. The fourth option to renew was exercised (authorized by Board Report 17-0222-PR6) for a term commencing February 25, 2017 and ending February 24, 2018. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing February 25, 2018 and ending February 24, 2019. The first amendment extended the term of the agreement through February 24, 2020.  
The second amendment shall further extend the agreement through June 24, 2020.

**OPTION PERIODS REMAINING:**

There are no options remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide:

1. Off-site storage, related services and supplies;
2. Retrieval, pickup, delivery, and re-filing of Board records;
3. Customer service related to off-site storage services and supplies;
4. Automated Index and Electronic Inventory Control/Identification/Tracking System;
5. Web-Enabled Inventory Tracking and Request System;
6. On-site Review/Client work area;
7. Repacking cartons and other containers;
8. Reports related to usage, inventory, activity, and financial/billing activity; and
9. Records destruction.

**DELIVERABLES:**

Vendor will continue to provide off-site document storage and related services and supplies.

**OUTCOMES:**

Vendor's services will result in quality off-site storage, related services and supplies.

**COMPENSATION:**

Vendor shall be paid during this option period as extended through June 24, 2020 at the prices set forth in the agreement; total cost for this option period shall not exceed the sum of \$297,000.00 \$511,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document and second amendment. Authorize the President and Secretary to execute the option document and the second amendment. Authorize Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this option agreement and the second amendment.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Department of Law, 10210; ~~\$297,000.00~~ \$511,000

Not to Exceed ~~\$297,000~~ \$511,000 for FY18 and FY19 and FY20

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain Investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**President del Valle indicated that if there are no objections, Board Reports 19-0626-EX1 through 19-0626-EX3, 19-0626-FN1, 19-0626-OP1 through 19-0626-OP3, 19-0626-AR1, 19-0626-AR2, 19-0626-PR1, 19-0626-PR2, and 19-0626-PR4 through 19-0626-PR13 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President del Valle thereupon declared Board Reports 19-0626-EX1 through 19-0626-EX3, 19-0626-FN1, 19-0626-OP1 through 19-0626-OP3, 19-0626-AR1, 19-0626-AR2, 19-0626-PR1, 19-0626-PR2, and 19-0626-PR4 through 19-0626-PR13 adopted.**

**19-0626-PR14**

**CHIEF PROCUREMENT OFFICER REPORT FOR APRIL 2019 ON THE DELEGATED AUTHORITY EXERCISED UNDER BOARD RULE 7-13**

Pursuant to 105 ILCS 5/34-19, the Board of Education of the City of Chicago in Board Rule 7-13, delegated certain purchasing and contracting authority to the Chief Executive Officer, Chief Operating Officer, Chief Education Officer, Chief Financial Officer, Chief Procurement Officer, General Counsel, Communications Officer and Chief Administrative Officer.

In accordance with that statute and under Board Rule 7-13(l), the Board requires that the Chief Procurement Officer submit a report of the authority exercised pursuant to that delegation ("delegated authority"). The report is to be made to the Board on the last day of each month and must detail the prior month's delegated authority.

On May 31, 2019, the CPO submitted to the Board the attached report of delegated authority for the period of April 1, 2019 to April 30, 2019, which is hereby submitted to the Board for its acceptance.

**Board Rule 7-13(l) Report - April 2019 Contracts**

Authority	Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTC	Start Date	End Date
Procurement	10210	Law Office	23425	Robert Half International	Approve Pay	\$20,367.62	4/4/2019	N/A
Procurement	11210	Student Assessment	16370	Sanford Systems, Inc.	Approve Pay	\$50,000.00	4/9/2019	N/A
Procurement	47101	Whitney M Young Magnet High School	19059	Guardian Music & Group Travel	Approve Pay	\$18,696.86	4/22/2019	N/A
Procurement	10855	Counseling and Postsecondary Advising - City Wide	45510	Enlace Chicago	Competitive Solicitation	\$75,000.00	2/12/2019	6/30/2019
Procurement	05261	Department of JROTC Early College and Career Academy	15845	Travel Evolution	Competitive Solicitation	\$57,004.00	4/22/2019	4/19/2019
Procurement	13125	Emiliano Zapata Elementary Academy	17370	Precision Exams	Competitive Solicitation	\$40,000.00	7/1/2019	6/30/2020
Procurement	23611	Irene C. Hernandez Middle School for the Advancement of Science	47670	Hemisphere Educational Travel	Competitive Solicitation	\$35,678.00	5/15/2019	8/14/2019
Procurement	22441	Irene C. Hernandez Middle School for the Advancement of Science	32655	Gerber Tours - Hernandez	Competitive Solicitation	\$60,806.00	4/28/2019	5/2/2019
Procurement	22441	Language and Cultural Education	98898	Exploring America Inc dba Adventure Student Travel	Competitive Solicitation	\$28,700.00	10/10/2018	10/9/2019
Procurement	11510	Language and Cultural Education	16013	Language Testing International Inc	Competitive Solicitation	\$33,000.00	9/2/2018	9/1/2019
Procurement	11510	Pension & Liability Insurance - City Wide	68874	Web Family Inc	Competitive Solicitation	\$45,800.00	1/1/2019	12/31/2018
Procurement	12470	Procurement and Contracts Office	96731	Payflex Systems USA Inc	Competitive Solicitation	\$125,000.00	8/1/2019	7/31/2020
Procurement	12210	Christian Ebinger Elementary School	94678	Equal Level Inc	Competitive Solicitation	\$56,500.00	3/23/2019	3/22/2020
Procurement	23051	Christian Ebinger Elementary School	18709	Pathway Tours Inc/NY - Ebinger Ebinger	Delegation of Authority	\$59,450.00	5/1/2019	5/3/2019
Procurement	23051	Department of JROTC	18708	Pathway Tours Inc/Washington, DC - Ebinger	Delegation of Authority	\$51,230.00	6/5/2019	6/7/2019
Procurement	05261	El Whitney Elementary school	15208	Brightspark Travel	Delegation of Authority	\$24,720.00	4/14/2019	4/18/2019
Procurement	25841	Gage Park High School	18709	Pathway Tours/Springfield - Whitney Southwest Organizing Project	Delegation of Authority	\$12,000.00	5/31/2019	5/31/2019
Procurement	46141	Lakeview High School	27486	Bit Space LLC/Roberts Award	Delegation of Authority	\$25,000.00	7/1/2018	6/30/2019
Procurement	22521	Little Village Academy	16979	Hemisphere Educational Travel - Little Village	Delegation of Authority	\$28,153.00	5/30/2019	6/3/2019
Procurement	29151	Maria Saucedo Scholastic Academy	28424	Tour Services Inc	Delegation of Authority	\$38,250.00	4/24/2019	4/28/2019
Procurement	N/A	Network Support	13002	American School Counselor Association	Delegation of Authority	\$25,000.00	7/1/2018	6/30/2019
Procurement	11110	Richard Yates Elementary	16396	AARP Foundation/Renewal	Delegation of Authority	\$107,180.00	8/1/2019	7/31/2020
Procurement	25911	Robert A. Black Magnet Elem. School	47670	Hemisphere Educational Travel	Delegation of Authority	N/A	5/23/2019	5/26/2016
Procurement	29381	Walter Henri Dyett High School of the Arts	32855	Gerber Tours/Black School	Delegation of Authority	\$12,888.00	4/22/2019	4/24/2019
Procurement	46681	CEO	N/A	EF Educational Tours	Delegation of Authority	\$18,310.00	2/13/2019	4/20/2019
Procurement	CEO	CEO	N/A	Language Testing International	Educational Agreement	\$33,000.00	4/22/2019	8/30/2019
Procurement	CEO	CEO	N/A	Web Family Inc	Educational Agreement	\$45,800.00	12/1/2018	6/30/2019
Procurement	CEO	CEO	N/A	America Scores ChicagoCSI	Educational Agreement	\$0.00	7/1/2018	8/31/2019
Procurement	CEO	CEO	N/A	Avant Assessment LLC	Educational Agreement	\$74,500.00	9/1/2018	9/1/2019

## Board Rule 7-13(i) Report - April 2019 Contracts

Authority	Unit/Dept Number	Unit/Dept Name*	Vendor Number	Vendor Name	Type of Contract	Total Cost/NET	Start Date	End Date
Communications	N/A	N/A	33123 N/A	University of Chicago Wheels On Chicago	Film Agreements	\$0.00	4/3/2019	4/30/2019
Communications	N/A	N/A	N/A	Chicago Beyond	Film Agreements	\$0.00	4/1/2019	4/4/2019
Communications	N/A	N/A	82028	First Book	Film Agreements	\$0.00	4/4/2019	4/12/2019
Communications	N/A	N/A	12479	Children's Literacy Initiative	Film Agreements	\$300.00	4/10/2019	4/25/2019
CEO	N/A	N/A	96827 N/A	Greater Chicago Food Depository Chicago Scholars	No Fee	\$0.00	7/1/2018	6/30/2018
CEO	N/A	N/A	N/A	The Board of Trustees of the University of Illinois DBA University of Illinois	No Fee	\$0.00	4/1/2019	6/30/2020
CFO	46551	Back of the Yards	32571	The University of Illinois DBA University of Real Estate		\$14,738.00	6/8/2019	N/A
CFO	22221	Bedding	N/A	Real Estate		N/A	4/27/2019	6/8/2019
CFO	22231	Bell	N/A	Real Estate		N/A	6/2/2019	8/25/2018
CFO	22681	Chappell	30497	Northern Illinois University	Real Estate	\$6,000.00	12/2/2019	12/4/2019
CFO	46481	Chicago Academy	N/A	Real Estate		N/A	5/1/2019	10/5/2019
CFO	47091	Chicago Agricultural HS	19664	Hilton Oak Lawn	Real Estate	\$3,000.00	6/4/2019	N/A
CFO	22821	Cooney	15514	Dunes Learning Center	Real Estate	\$16,000.00	10/2/2019	10/30/2019
CFO	10870	CPS CTE	N/A	Flashpoint Chicago	Real Estate	\$1,785.00	5/10/2019	5/17/2019
CFO	10870	CPS CTE	12687	Board of Trustees of Community College District No 508	Real Estate	\$952.00	4/28/2019	N/A
CFO	11510	CPS Language	28386	Chicago State University	Real Estate	\$14,462.00	5/30/2019	N/A
CFO	02541	CPS Principal Quality	48030	National Louis University	Real Estate	\$0.00	4/23/2019	N/A
CFO	10813	CPS Social Science	28483	Northeastern Illinois University	Real Estate	\$2,020.00	4/28/2019	N/A
CFO	11070	CPS Talent	12687	Board of Trustees of Community College District No 508	Real Estate	\$0.00	4/27/2019	N/A
CFO	46521	DeVry	43456	Chicago Marriott Downtown Magnificent Mile	Real Estate	\$4,150.00	5/18/2019	N/A
CFO	26921	Disney II	32021	Millennium Knickerbocker Hotel	Real Estate	\$10,000.00	5/17/2019	N/A
CFO	26441	Earnhardt	33123	University of Chicago	Real Estate	\$150.00	5/10/2019	N/A
CFO	46131	Foreman	N/A	Copernicus Center	Real Estate	\$6,310.00	6/1/2019	N/A
CFO	22661	Greeley	N/A	N/A	Real Estate	N/A	5/4/2019	11/10/2020
CFO	46021	Hancock	37159	DePaul University	Real Estate	\$3,877.00	6/1/32019	N/A
CFO	29131	Hawthorne	N/A	N/A	Real Estate	N/A	5/4/2019	11/10/2020
CFO	29131	Hawthorne	N/A	N/A	Real Estate	N/A	6/22/2019	8/16/2019
CFO	46171	Hyde Park	32571	The Board of Trustees of the University of Illinois DBA University of Real Estate		\$13,500.00	6/10/2019	N/A
CFO	46201	Kennedy	17320	Drake Hotel Chicago	Real Estate	\$30,000.00	5/17/2019	N/A
CFO	46361	Kenwood	N/A	Raddison Blu Aqua	Real Estate	\$41,850.00	6/6/2019	N/A
CFO	46361	Kenwood	42284	Maggiano's Little Italy	Real Estate	\$5,000.00	6/14/2019	N/A

**Board Rule 7-13(l) Report - April 2019 Contracts**

Authority	Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NET	Start Date	End Date
COO	46321	Lincoln Park	N/A	N/A	Real Estate	\$750.00	6/17/2019	N/A
COO	29391	M Davis ES	12887	Board of Trustees of Community College District No 508	Real Estate	\$12,085.00	5/2/2019	5/5/2019
COO	24331	Mann	N/A	Hilton in Toronto	Real Estate	\$748.00	6/18/2019	N/A
COO	29181	McDade	12887	Board of Trustees of Community College District No 508	Real Estate	\$4,500.00	6/5/2019	N/A
COO	46061	Northside College	N/A	Lincoln Park Zoo	Real Estate	\$0.00	4/29/2019	5/1/2019
COO	24741	Oglesby	31814	Northwestern Settlement	Real Estate	N/A	6/25/2019	8/10/2019
COO	70020	Payton	N/A	Northwestern Settlement	Real Estate	\$72,000.00	5/6/2019	5/8/2019
COO	25191	Ryder	31814	Naggio's Little Italy	Real Estate	\$1,900.00	6/11/2019	N/A
COO	28201	Sheridan	42284	Urban Prairie Workforce School	Real Estate	\$0.00	4/8/2019	N/A
COO	49051	Simpson	N/A	White Pines Ranch	Real Estate	\$5,000.00	10/15/2019	10/17/2019
COO	29291	Stone	12557	Salvation Army - Mayfair Community Church	Real Estate	\$100.00	6/17/2019	N/A
COO	25881	Volta	N/A	Northeastern Illinois University	Real Estate	\$3,100.00	3/1/2019	5/31/2019
COO	47081	Van Steuben	29483	Carnivale	Real Estate	\$4,500.00	3/1/2019	N/A
COO	47081	Van Steuben	29483	Borero, Carlos	Settlement	\$33,768.00	4/9/2019	4/9/2019
COO	25731	Walsh	N/A	Delgado, Araceli	Settlement	\$17,344.00	4/16/2019	4/18/2019
Law	10210	Law Office	N/A	Dziedzic, Eileen	Settlement	\$9,383.00	4/18/2019	4/18/2019
Law	10210	Law Office	N/A	Hood, Deonna	Settlement	\$11,449.00	4/1/2019	4/1/2019
Law	10210	Law Office	N/A	Jackson, Raven	Settlement	\$15,000.00	4/19/2019	4/19/2019
Law	10210	Law Office	N/A	Lee, Andrew	Settlement	\$20,003.19	4/15/2019	4/26/2019
Law	10210	Law Office	N/A	Pizzorri, Mary	Settlement	\$42,034.55	3/26/2019	4/3/2019
Law	10210	Law Office	N/A	Joe F., and Maria F., guardians of P. F., a minor	Settlement	\$20,000.00	4/3/2019	4/3/2019
Law	10210	Law Office	N/A	Alt Manufacturing Co. 1846 W. Diversey	Settlement	\$17,388.00	5/1/2019	5/1/2019
Law	10210	Law Office	N/A	Muhammad Nawaz 6425 S. Lowe Ave.	Settlement	\$20,184.00	4/25/2019	4/25/2019
Law	10210	Law Office	N/A	The Pepper Companies, Inc. 643 N. Orleans St.	Settlement	\$41,550.00	4/16/2019	4/16/2019
Law	10210	Law Office	N/A	Patricia Schoenberg 4230 N. Normandy Ave.	Settlement	\$5,657.00	4/22/2019	4/22/2019
Law	10210	Law Office	N/A	T&B, Ltd. 1010 S. Damen & 2120 W. Pershing	Settlement	\$23,553.00	4/24/2019	4/24/2019
Law	10210	Law Office	N/A	Jackson-Purnell, One	Settlement	\$1,500.00	4/22/2019	4/22/2019

**19-0626-EX4****REPORT ON PRINCIPAL CONTRACTS (NEW)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below who were selected by the Local School pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

**DESCRIPTION:** Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Department of Principal Quality has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Angel Aguirre	Assistant Principal Peck	Contract Principal Hurley Network 10 P.N. 118907 Commencing: 07/01/2019 Ending: 06/30/2023
Marcie Byrd	ISL Network 2	Contract Principal Nash Network 3 P.N. 122091 Commencing: 05/03/2019 Ending: 05/02/2023
Mark Carson	Interim Principal Nicholson	Contract Principal Nicholson Network 11 P.N. 117437 Commencing: 05/02/2019 Ending: 05/01/2023

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contracts with the individuals named above.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2019-2020 school budgets.

**19-0626-EX5****REPORT ON PRINCIPAL CONTRACTS (RENEWALS)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0625-EX12.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The RENEWAL contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
George Chipain	Contract Principal Prussing	Contract Principal Prussing Network 1 P.N. 118121 Commencing: 07/01/2019 Ending: 06/30/2023
Sabrina Gates	Contract Principal Shoesmith	Contract Principal Shoesmith Network 9 P.N. 112586 Commencing: 07/01/2019 Ending: 06/30/2023
Angelica Herrera-Vest	Contract Principal Ortiz De Dominguez	Contract Principal Ortiz De Dominguez Network 7 P.N. 136477 Commencing: 09/27/2019 Ending: 09/26/2023
William Hook	Contract Principal Chicago Agriculture HS	Contract Principal Chicago Agriculture HS ISP P.N. 140864 Commencing: 01/07/2020 Ending: 01/06/2024
Dawn Iles-Gomez	Contract Principal Hale	Contract Principal Hale Network 10 P.N. 118721 Commencing: 07/01/2018 Ending: 06/30/2022
Nelly Robles	Contract Principal Sawyer	Contract Principal Sawyer Network 8 P.N. 119459 Commencing: 07/01/2019 Ending: 06/30/2023

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2019-2020 school budgets.

### 19-0626-AR3

#### REPORT ON BOARD REPORT RESCISSIONS

##### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to August 28, 2019 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:
  - 1. 16-0427-OP2: Approve Renewal Lease Agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for A Portion of the Thorp School Building at 8914 South Buffalo Avenue.  
Services: Charter School Lease  
User Group: Real Estate  
Status: In negotiations

2. 16-0525-OP2: Approve Renewal of Intergovernmental Agreement with City Colleges for Use of the Building Located at 3400 N. Austin Ave.

Services: Lease Agreement

User Group: Real Estate

Status: In negotiations

3. 16-1207-OP10: Approve Renewal Lease Agreement with Polaris Charter Academy for Former Morse School, 620 N. Sawyer Avenue.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

4. 17-0828-EX6: Amend Board Report 14-0924-EX4: Amend Board Report 14-0625-EX4: Authorize the Establishment of Excel Academy Southwest and Entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, and Illinois Limited Liability Company.

Services: Charter School Agreement

User Group: Office of Innovation and Incubation

Status: In negotiations

5. 17-1206-EX14: Authorize Renewal of the Intrinsic Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

6. 17-1206-EX17: Authorize Renewal of the Urban Prep Charter Academy for Young Men High School-Englewood Campus Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

7. 17-1206-EX20: Authorize Renewal of the Chicago Tech Academy High School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

8. 17-1206-EX22: Authorize Renewal of the Little Black Pearl Art and Design Academy Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

9. 17-1206-EX23: Authorize Renewal of the Excel Academy of Englewood Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

10. 18-0425-EX3: Amend Board Report 16-0427-EX6: Authorize Renewal of the LEARN Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

11. 18-0425-EX5: Amend Board Report 17-1206-EX16: Authorize Renewal of the University of Chicago Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

12. 18-0425-EX7: Amend Board Report 17-0828-EX10: Amend Board Report 16-1207-EX6: Authorize Renewal of the Chicago International Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

13. 18-0425-EX8: Amend Board Report 17-0828-EX13: Amend Board Report 16-1207-EX11: Authorize Renewal of the Perspectives Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

14. 18-0425-EX9: Amend Board Report 17-1206-EX21: Authorize Renewal of the Plato Learning Academy Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

15. 18-0725-PR2: Authorize the Extension of the Agreement with American Institutes for Research in the Behavioral Sciences dba American Institute for Research (AIR) for Research Evaluation Services.

Services: Research Evaluation Services

User Group: Social and Emotional Learning

Status: In negotiations

16. 18-0822-EX3: Amend Board Report 17-1206-EX9: Authorize Renewal of the Chicago Collegiate Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

17. 18-0822-OP5: Amend Board Report 17-1025-OP1: Approve Entering into a Shared Use Agreement and Temporary Construction License Agreement with the Inner City Education and Recreation Foundation for Athletic Facilities, Improvements and Programs at Smyth Elementary School.

Services: Construction License Agreement

User Group: Facilities Operations and Maintenance

Status: In negotiations

18. 18-0926-PR5: Amend Board Report 17-0125-PR7: Authorize a New Agreement with E-Builder, Inc. for Construction Management Software and Related Services.

Services: Construction Management Software

User Group: Facility Operations & Maintenance

Status: In negotiations

19. 18-0926-PR7: Authorize the First Renewal Agreements with Various Contractors to Provide Non-Trades Services Over \$10,000 for the Operations and Maintenance Program.

Services: Various Non-Trades

User Group: Facility Operations & Maintenance

Status: 13 of 14 agreements have been fully executed; the remainder are in negotiations

20. 18-0926-PR21: Authorize New Agreements with Apple Inc. and Teqlease, Inc. for the Purchase and/or Lease of Hardware, Software, and Services.

Services: Purchase and/or Lease of Hardware, Software and Services

User Group: Information & Technology Services

Status: 1 of 2 agreements are fully executed, other is in negotiations

21. 18-0926-PR24: Authorize a New Agreement with Delta Dental of Illinois for Dental DPPO and DHMO Insurance Services.

Services: Dental Services

User Group: Talent Office

Status: In negotiations

22. 18-0926-PR25: Authorize a New Agreement with Eyemed Vision Care LLC for Vision Services.

Services: Vision Services

User Group: Talent Office

Status: In negotiations

23. 18-1024-PR7: Amend Board Report 18-0725-PR12: Authorize the Pre-Qualification Status of and New Agreements with Various Vendors to Provide Financial Professional Services.

Services: Financial Professional Services

User Group: Accounting

Status: 6 of 10 agreements have been fully executed; the remainder are in negotiations

24. 19-0123-OP4: Approve Renewal Lease Agreement with Noble Network of Charter Schools for a Portion of the Truth School Main Building, 1443 N. Ogden, and Annex, 1409 N. Ogden.

Services: Charter School

User Group: Innovation and Incubation

Status: In negotiations

25. 19-0123-PR7: Authorize the First, Second and Third Renewal Agreement with Willis of Illinois, Inc. for Healthcare and Benefits Consulting Services.

Services: Consulting Services

User Group: Talent Office

Status: In negotiations

26. 19-0227-OP1: Authorize Agreements with Asian Human Services and Gads Hill Center to Provide Funding for Construction of Early Learning Childhood Facilities to Provide Universal Pre-School.

Services: Universal Pre-School

User Group: Facility Operations and Maintenance

Status: In negotiations

27. 19-0227-PR3: Amend Board Report 18-0926-PR8: Authorize the First Renewal Agreements with Various Contractors to Provide Various Trades Work Over \$10,000 for the Operations and Maintenance Program.

Services: Various Trades Work Over \$10,000

User Group: Facility Operations and Maintenance

Status: 13 of 15 are fully executed, the remainder are in negotiations

28. 19-0227-PR4: Amend Board Report 18-1205-PR5: Amend Board Report 16-1026-PR5: Authorize the Pre-Qualification Status of and New Agreements with Various Contractors to Provide General Contracting Services.

Services: General Contracting Services

User Group: Facility Operations and Maintenance

Status: 19 of 21 are fully executed; the remainder are in negotiations

29. 19-0227-PR8: Authorize the Pre-Qualification Status of and New Agreements with Various Vendors to Provide Emergency Facility Restoration Services.

Services: Emergency Facility Restoration Services

User Group: Capital Operations – City Wide

Status: In negotiations

30. 19-0327-EX2: Amend Board Report 17-0524-EX2: Approve Entering into an Intergovernmental Agreement with the Illinois Department of Children and Family Services (DCFS)

Services: Intergovernmental Agreement

User Group: Talent Office

Status: In negotiations

31. 19-0327-PR3: Authorize a New Agreement with National Louis University for Class Professional Development for Pre-K Services.

Services: Professional Development for Pre-School Services

User Group: Early Childhood Development

Status: In negotiations

32. 19-0327-PR4: Authorize a New Agreement with SAGA Innovations, Inc. for In-Class Math Tutoring Services

Services: Tutoring Services

User Group: Science, Technology, Engineering and Math (STEM)

Status: In negotiations

33. 19-0327-PR12: Authorize the First and Second Renewal Agreements with Mitel Networks Incorporated for Wiring, Cabling, Voice Maintenance, and Support Services.

Services: Wiring, Cabling, Voice Maintenance, and Support Services

User Group: Information & Technology Services

Status: In negotiations

34. 19-0327-PR13: Authorize the Extension of the Agreement with Oracle America, Inc. for the Purchase of a Human Capital Management System and Hosting Services.

Services: Human Capital Management System and Hosting Services

User Group: Talent Office

Status: In negotiations

35. 19-0327-PR14: Authorize the Extension of the Agreement with Oracle America, Inc. to Provide Talent Acquisition and On-Boarding Implementation Services.

Services: Talent Acquisition and On-Boarding Implementation Services

User Group: Talent Office

Status: In negotiations

**II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**

None.

**President del Valle thereupon declared Board Reports 19-0626-PR14, 19-0626-EX4, 19-0626-EX5, and 19-0626-AR3 accepted.**

**President del Valle proceeded to entertain a Motion to go into Closed Session.**

**Board Member Truss presented the following Motion:**

**19-0626-MO1**

**MOTION TO HOLD A CLOSED SESSION**

**MOTION ADOPTED** that the Board hold a closed session to consider the following subjects:

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees or legal counsel for the public body pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings Act;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act.

**Vice President Revuluri moved to adopt Motion 19-0626-MO1.**

**The Secretary called the roll and the vote was as follows:**

**Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7**

**Nays: None**

**President del Valle thereupon declared Motion 19-0626-MO1 adopted.**

**CLOSED SESSION  
RECORD OF CLOSED SESSION**

**The following is a record of the Board's Closed Session:**

- (1) **The Closed Meeting was held on June 26, 2019, beginning at 4:42 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**

(2) PRESENT: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7

(3) ABSENT: None

- A. Litigation
- B. Counsel Retention
- C. Warning Resolutions
- D. Terminations
- E. Personnel
- F. Collective Bargaining
- G. Real Estate
- H. Security
- I. Closed Session Minutes
- J. Individual Student Matters
- K. Other Reports

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7

Members absent after Closed Session: None

President del Valle thereupon proceeded with Agenda Items.

19-0626-AR4

**AUTHORIZE CONTINUED RETENTION OF HILL LAW OFFICES**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Continued retention of the law firm Hill Law Offices (Deborah Hill).

**DESCRIPTION:** The General Counsel has continued retention of the Hill Law Offices to negotiate and draft various telecommunications licenses between the Board (on behalf of individual schools) and various telecommunications carriers. These licenses provide much needed additional revenue for local schools that permit installation of antennae and other telecommunication equipment within school premises. Additional authorization for the firm's services is requested in the amount of \$135,000. As invoices are received they will be reviewed by the General Counsel and the Deputy Chief Facilities Officer and if satisfactory, processed for payment.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** The firm is a Women-Owned Business Enterprise (WBE).

**FINANCIAL:** Charge: \$135,000 to Department of Real Estate – Cell Tower Installation Program  
Budget Classification Fiscal Year 2019 - 2020...11910-124-54125-253201-000388  
Future year funding is contingent upon budget appropriations and approval.

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Board Member Todd-Breland moved and Board Member Sotelo seconded the motion to adopt Board Report 19-0626-AR4.**

**The Secretary called the roll and the vote was as follows:**

**Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7**

**Nays: None**

**President del Valle thereupon declared Board Report 19-0626-AR4 adopted.**

#### **19-0626-AR5**

##### **WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ISIAH WILLIAMS, HUSBAND OF DECEASED EMPLOYEE DELLA WILLIAMS CASE NO. 17 WC 002208**

###### **THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorize settlement of the Workers' Compensation claim for Isiah Williams, husband of deceased employee Della Williams, Case Nos. 17 WC 002208 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$348,000.00**.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

**LSC REVIEW:** Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges  
Account #12470-210-57605-119004-000000 FY 2019.....\$348,000.00

**PERSONNEL IMPLICATIONS:** None

###### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1995 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-AR6**

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
ALICIA GALAN - CASE NO. 16 WC 011887**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorize settlement of the Workers' Compensation claim for Alicia Galan, Case Nos. 16 WC 011887 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$104,369.54.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

**LSC REVIEW:** Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges  
Account #12470-210-57605-119004-000000 FY 2019.....\$104,369.54

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**19-0626-AR7**

**AMEND BOARD REPORT 19-0522-AR16  
APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING  
KIM AMMONS v. BOARD, CASE NO. 1:16-cv-04884**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:**

**DESCRIPTION:** Subject to Board approval, the Board and Plaintiff, Kim Ammons, have reached a settlement disposing of all claims against the Board in Case No. 1:16-cv-04884, filed May 2, 2016, in the United States District Court for the Northern District of Illinois, Eastern Division. The General Counsel recommends approval of the settlement, which includes the payment of fifty thousand and twenty-five dollars (\$50,025.00) to Ammons and twenty-four thousand nine hundred and seventy-five dollars (\$24,975.00) to Ammons' attorney, Hall Jackson & Associates seventy-five thousand dollars (\$75,000.00) in one check payable to Catherine Steege, as Chapter 7 trustee for the bankruptcy estate of Kim Ammons, to resolve all of Ammons' claims for alleged damages, attorneys' fees and costs against the Board. The Board's total payout will not exceed \$75,000.00. The Board approved the \$75,000.00 settlement on May 22, 2019 (BR 19-0522-AR16). The General Counsel seeks an amendment concerning the check payee only in light of information received regarding Plaintiff's bankruptcy case.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** Charge a total of \$75,000.00 as described above to the Law Department.  
Budget Classification Fiscal year 2019.....12470-115

**AUTHORIZATION:** Authorize the General Counsel to execute the Settlement Agreement and all ancillary documents related thereto.

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**President del Valle indicated that if there are no objections, Board Reports 19-0626-AR5 through 19-0626-AR7 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President del Valle thereupon declared Board Reports 19-0626-AR5 through 19-0626-AR7 adopted.**

**19-0626-EX6**

**TRANSFER AND APPOINT CHIEF SCHOOLS OFFICER  
EFFECTIVE JUNE 9, 2019 AND RATIFY ALL LAWFUL ACTIONS TAKEN  
AS CHIEF SCHOOLS OFFICER SINCE JUNE 9, 2019  
(BOGDANA CHKOUMBOVA)**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:**

- (1) Transfer and appoint Bogdana Chkoumbova to the position of Chief Schools Officer, effective June 9, 2019 at the salary set forth below.
- (2) The Board ratify, adopt, and assume all lawful acts taken by Bogdana Chkoumbova as Chief Schools Officer between 12:00 a.m. June 9, 2019 and the Board's approval of this Board Report.

**DESCRIPTION:**

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Bogdana Chkoumbova	External Title: Chief of Schools Functional Title: Chief Position No: 545664 Basic Salary: \$162,500.00 Pay Band: A09	External Title: Chief Schools Officer Functional Title: Chief Position No: 519424 Basic Salary: \$180,000.00 Pay Band: A09 Budget Classification: 11110.115.51100.232102.000000

**FINANCIAL:** The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY20 department budget.

**19-0626-EX7****PRINCIPAL CONTRACT (NEW ALSC)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the contract of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the Uplift Community High School appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

**DESCRIPTION:** Employ the individual named below to the position of principal subject to the Uniform Appointed Principal's Performance Contract #14-0625-EX12 and Principal Eligibility Policy #14-0723-PO1.

The Department of Principal Quality has verified that the following individual has met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Tyrese Graham	Interim Principal Uplift HS	Contract Principal Uplift HS Network: 14 P.N. 203104 Commencing: 7/1/19 Ending: 6/30/23

**AUTHORIZATION:** Authorize the General Counsel to include other relevant items and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

**LSC REVIEW:** The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Uplift Community High School.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** The salary of the named individual will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the 2019-2020 school budget.

**President del Valle indicated that if there are no objections, Board Reports 19-0626-EX6 and 19-0626-EX7 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President del Valle thereupon declared Board Reports 19-0626-EX6 and 19-0626-EX7 adopted.**

#### 19-0626-EX8

**WARNING RESOLUTION – TURON IVY, CONTRACT PRINCIPAL,  
ASSIGNED TO GEORGE LELAND ELEMENTARY SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Board of Education of the City of Chicago adopts a Warning Resolution for Turon Ivy and that a copy of this Board Report and Warning Resolution be served upon Turon Ivy.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Turon Ivy, Contract Principal, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Turon Ivy, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE ACTION REVIEW:** None.

**FINANCIAL:** This action is of no cost to the Board.

**PERSONNEL IMPLICATIONS:** None.

**Board Member Truss abstained on Board Report 19-0626-EX8 for Turon Ivy.**

19-0626-EX9

**WARNING RESOLUTION – MARK COLLINS, TENURED TEACHER, ASSIGNED TO  
BELMONT CRAGIN ELEMENTARY SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Board of Education of the City of Chicago adopts a Warning Resolution for Mark Collins and that a copy of this Board Report and Warning Resolution be served upon Mark Collins.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Mark Collins, Tenured Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Mark Collins, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE  
ACTION REVIEW:** None.

**FINANCIAL:** This action is of no cost to the Board.

**PERSONNEL  
IMPLICATIONS:** None.

19-0626-EX10

**WARNING RESOLUTION – ANGEL GALAN, TENURED TEACHER,  
ASSIGNED TO CALMECA ACADEMY OF FINE ARTS AND DUAL LANGUAGE**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Board of Education of the City of Chicago adopts a Warning Resolution for Angel Galan and that a copy of this Board Report and Warning Resolution be served upon Angel Galan.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Angel Galan, Tenured Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Angel Galan, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE  
ACTION REVIEW:** None.

**FINANCIAL:** This action is of no cost to the Board.

**PERSONNEL  
IMPLICATIONS:** None.

19-0626-EX11

**WARNING RESOLUTION – IMANI HOWARD, TENURED  
TEACHER-SPEECH PATHOLOGIST, ASSIGNED CITYWIDE**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Board of Education of the City of Chicago adopts a Warning Resolution for Imani Howard and that a copy of this Board Report and Warning Resolution be served upon Imani Howard.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Imani Howard, Tenured Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Imani Howard, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE ACTION REVIEW:** None.

**FINANCIAL:** This action is of no cost to the Board.

**PERSONNEL IMPLICATIONS:** None.

**President del Valle indicated that if there are no objections, Board Reports 19-0626-EX8 through 19-0626-EX11, with the noted abstention, would be adopted by the last favorable roll call vote, all members voting therefore.**

**President del Valle thereupon declared Board Reports 19-0626-EX8 through 19-0626-EX11 adopted.**

**19-0626-RS14**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION  
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on June 21, 2019, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Adrian Arroyo	Wellis Community Academy High School	June 26, 2019
Martin Bedoy	Calmeca Academy of Fine Arts and Dual Language	June 26, 2019
Maria Collazo-Rivera	Richard Yates Elementary School	June 26, 2019
Frank Doyal	John J. Audubon Elementary School	June 26, 2019
Steve Flowers	Andrew Carnegie Elementary School	June 26, 2019
Daniel Hernandez	Blair Early Childhood Center	June 26, 2019
Donald Lawrence	Thomas Hoyne Elementary School	June 26, 2019
Daniel Marshall	Wilma Rudolph Elementary Learning Center	June 26, 2019
Crispino Martinez	City Wide Facility Operations and Maintenance	June 26, 2019
Kenneth Medina	John F. Kennedy High School	June 26, 2019
Taiesha Stroud	Michael Faraday Elementary School	June 26, 2019

WHEREAS, the Chief Executive Officer followed the procedures established by her prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or her designee has previously notified the affected educational support personnel of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.

2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named educational support personnel.

3. The Chief Executive Officer or her designee shall notify the above-named educational support personnel of their dismissal.

**19-0626-RS15**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION  
TO DISMISS PROBATIONARY APPOINTED TEACHERS**

WHEREAS, on June 21, 2019, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
April Knighten	Fairfield Elementary Academy	June 26, 2019
Lisa Romoser	Roger C. Sullivan High School	June 26, 2019
Marcus Taylor	Richard J. Oglesby Elementary School	June 26, 2019

WHEREAS, the Chief Executive Officer followed the procedures established by her prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or her designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1 and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.

2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named probationary appointed teachers.

3. The Chief Executive Officer or her designee shall notify the above-named probationary appointed teachers of their dismissal.

**The Secretary presented the following Statement for the Public Record:**

**For the record on June 21, 2019, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. Her recommendation included the names of the teachers affected and the reasons. She also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.**

**19-0626-RS16**

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION  
OF REGULARLY CERTIFIED AND APPOINTED TEACHERS**

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

**WHEREAS**, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

**WHEREAS**, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, and which is incorporated into collective bargaining agreements; and

**WHEREAS**, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

**WHEREAS**, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

**WHEREAS**, the employee identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

**WHEREAS**, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION** as follows:

1. That the employee listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.
2. That those employee listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption.

#### ATTACHMENT A

##### REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

LAST NAME	FIRST NAME	TERMINATION DATE
Cassat	David	June 30, 2019
Colletta	Lisa	June 30, 2019
Davis	Adriana	June 30, 2019
Dimberg	Lisa	June 30, 2019
Eppley	Robert	June 30, 2019
Gallo	Uriel	June 30, 2019
Greene-Beverly	Elise	June 30, 2019
Liss	Lauren	June 30, 2019
Makere	Caroline	June 30, 2019
McKay	Miranda	June 30, 2019
Moore	Lisa	June 30, 2019
Muhammad	Haneefa	June 30, 2019
Nelson	Elizabeth	June 30, 2019
Savickas	Robert	June 30, 2019
Sayago	Zenon	June 30, 2019

Servin	Julia	June 30, 2019
St Clair-Weisinger	Katiti	June 30, 2019
Sylan	Robert	June 30, 2019
Taylor	Chandrea	June 30, 2019
Taylor	Sheila	June 30, 2019
Waller-Fette	Wendy	June 30, 2019
Woods	Vickie	June 30, 2019
Wooten	Vicky	June 30, 2019
Zupancic	Margaret	June 30, 2019

**President del Valle indicated that if there are no objections, Board Reports 19-0626-RS14 through 19-0626-RS16 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President del Valle thereupon declared Board Reports 19-0626-RS14 through 19-0626-RS16 adopted.**

**Vice President Revuluri presented the following Motion:**

**19-0626-MO4**

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL  
CLOSED SESSION MINUTES FROM MAY 22, 2019**

**MOTION ADOPTED** that the Board adopt the minutes of the closed session meeting of May 22, 2019 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on May 22, 2019 shall be maintained as confidential and not available for public inspection.

**Board Member Todd-Breland moved to adopt Motion 19-0626-MO4.**

**The Secretary called the roll and the vote was as follows:**

**Yea: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7**

**Nays: None**

**President del Valle thereupon declared Motion 19-0626-MO4 adopted.**

**Board Member Meléndez presented the following Motion:**

**19-0626-MO5**

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING  
OPEN TO THE PUBLIC MAY 22, 2019**

**MOTION ADOPTED** that the record of proceedings of the Board Meeting of May 22, 2019 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

**Board Member Truss moved to adopt Motion 19-0626-MO5.**

**The Secretary called the roll and the vote was as follows:**

**Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss, Mr. Sotelo, and President del Valle – 7**

**Nays: None**

**President del Valle thereupon declared Motion 19-0626-MO5 adopted.**

**19-0626-RS17**

**RESOLUTION DESIGNATING FOR ACQUISITION REAL PROPERTY FOR THE CONSTRUCTION OF AN ADDITION TO THE JOHN T. MCCUTCHEON SCHOOL**

**WHEREAS**, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 *et seq.*, as amended (the "Code"); and

**WHEREAS**, the Board exercises general supervision and jurisdiction over the establishment and maintenance of public schools, educational and recreational facilities of the Board; and

**WHEREAS**, the Board has determined that the real property described in Exhibit A is required for school, educational and recreational purposes; and

**WHEREAS**, Section 5/34-20 of the Code authorizes the acquisition of real estate, by purchase, condemnation or otherwise, for school purposes; and

**WHEREAS**, it is necessary, desirable, useful and advantageous, and in the best interests of the citizens of the City of Chicago, to acquire the property more fully described in Exhibit A for school, educational and recreational purposes.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the members of the Board of Education of the City of Chicago as follows:

1. The findings, facts and determinations made in the preamble hereto are incorporated herein and made a part of this resolution.
2. It is necessary, desirable, useful and advantageous, and in the public interest to acquire the real property described on Exhibit A for school, educational, and recreational purposes.
3. The Board hereby approves the acquisition of the real property described on Exhibit A for school, educational and recreational purposes. Authority is given to acquire said property in fee simple or any part or lesser interest thereof, as may be necessary for the purposes hereof.
4. The Board further authorizes and directs the General Counsel or his designee, for and on behalf of the Board, to negotiate with the owner or owners of such property for the purchase of the real property as described in Exhibit A.
5. If an agreement can be reached with the owner or owners of such property regarding the purchase price to be paid, authorization is hereby granted to purchase such property, subject however, to final approval by the Board.
6. In the event negotiations for the purchase of such real property do not result in a mutually agreed amount of compensation to be paid therefor, then such real property may be acquired by the Board or by the Public Building Commission of Chicago ("PBC") by eminent domain.
7. The General Counsel for the Board and/or the PBC are hereby authorized, empowered and directed to institute eminent domain proceedings to acquire the real property described on Exhibit A in accordance with the eminent domain laws and procedures of the State of Illinois. The just compensation to be paid for the property is subject to final approval by the Board.
8. This resolution is effective immediately upon its adoption.

EXHIBIT A

DESIGNATION OF REAL PROPERTY FOR THE CONSTRUCTION OF  
AN ADDITION TO THE JOHN T. MCCUTCHEON SCHOOL

INTERESTS TO BE ACQUIRED:

THE GENERAL COUNSEL AND/OR THE PBC ARE AUTHORIZED TO NEGOTIATE AND TO ACQUIRE BY PURCHASE AND/OR CONDEMNATION FEES SIMPLE TITLE, A PERMANENT EASEMENT, OR OTHER INTERESTS IN THE FOLLOWING PROPERTY, INCLUDING ANY AND ALL REVERSIONARY OR OTHER INTERESTS AND RIGHTS IN CASTLEWOOD TERRACE:

LEGAL DESCRIPTION:

THE NORTH 40 FEET OF LOTS 43, 44 AND 45 IN CASTLEWOOD, BEING A SUBDIVISION OF ALL THAT PART OF LOT 4 IN FUSSEY AND FENNIMORES SUBDIVISION OF THE SOUTHEAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF SHERIDAN ROAD AND NORTH OF THE NORTH LINE OF THE SOUTH 5.20 CHAINS OF SAID SECTION 8, IN COOK COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT:

THE GENERAL COUNSEL AND/OR THE PBC ARE ALSO AUTHORIZED TO NEGOTIATE AND TO ACQUIRE BY PURCHASE OR BY CONDEMNATION A TEMPORARY CONSTRUCTION EASEMENT IN THE FOLLOWING PROPERTY:

LEGAL DESCRIPTION:

LOTS 43, 44 AND 45 IN CASTLEWOOD, BEING A SUBDIVISION OF ALL THAT PART OF LOT 4 IN FUSSEY AND FENNIMORES SUBDIVISION OF THE SOUTHEAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF SHERIDAN ROAD AND NORTH OF THE NORTH LINE OF THE SOUTH 5.20 CHAINS OF SAID SECTION 8, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER:

14-08-418-001-0000  
14-08-418-002-0000

COMMON ADDRESS:

941-943 W. CASTLEWOOD TERRACE, CHICAGO, ILLINOIS 60640.

President del Valle indicated that if there are no objections, Board Report 19-0626-RS17 would be adopted by the last favorable roll call vote, all members voting therefore.

President del Valle thereupon declared Board Report 19-0626-RS17 adopted.

OMNIBUS

At the Regular Board Meeting held on June 26, 2019, the foregoing motions, reports and other actions set forth from number 19-0626-MO1 through 19-0626-MO5 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Revuluri abstained on Board Reports 19-0626-PO2 and 19-0626-PR3 [for vendor ThinkCerca.com Inc].

Board Member Meléndez abstained on Board Report 19-0626-PO3.

Board Member Truss abstained on Board Report 19-0626-EX8 [for Turon Ivy].

ADJOURNMENT

President del Valle moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President del Valle thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on June 26, 2019 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

Estela G. Beltran  
Secretary



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